**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into and is effective as of Click or tap here to enter text., 202Click or tap here to enter text., by and between The University of Texas Rio Grande Valley, a public institution of higher education in the State of Texas that is located in Edinburg, Texas (UTRGV), and Click or tap here to enter text., (“Click or tap here to enter text.”), an institution of Click or tap here to enter text., that is located in Click or tap here to enter text.. UTRGV and Click or tap here to enter text. shall be known collectively as the “Parties” and singularly as the “Party” or the “Party.”

**Recitals**

*Whereas* cordial relations exist between UTRGV and Click or tap here to enter text.; and

*Whereas* UTRGV and Click or tap here to enter text. have discussed mutual goals regarding academic opportunities for students and faculty; and

*Whereas* UTRGV and Click or tap here to enter text. desire to establish a program to be formalized at a later date (“the Program") for the benefit of students and faculty of their respective educational institutions.

*Now, therefore*, the Parties enter this MOU, in order to memorialize fundamental concepts regarding the Program.

**Understanding of the Parties**

In contemplation of establishment of the Program, the Parties agree as follows:

**Article 1 (Objectives)**

1. To contribute further to the regional understanding between both countries (the United States of America and Click or tap here to enter text., both cities (Edinburg and Click or tap here to enter text.), and both institutions UTRGV and Click or tap here to enter text., through mutual cooperation programs.
2. To further collaboration between UTRGV and Click or tap here to enter text. through academic programs in instruction, research and faculty development among the faculty and students of both institutions.
3. To enhance the international experience of faculty and students in the areas of:
   1. Scholarly Research
   2. Joint Academic Programs and Collaboration
   3. Exchange of Students and Faculty

**Article 2 (Responsibilities of Parties)**

1. Both institutions commit themselves to identify concrete areas of academic collaboration and to explore the means to achieve a successful collaboration.
2. The officials who will have the responsibility in coordinating the Program for the Parties are:

For UTRGV  For

Name:                                 Name:

Title:                  Title:

Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department:

**Article 3 (Understanding of Parties)**

1. The Parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, the Parties agree to expend their best efforts on the design, implementation, and successful continuation of the Program.
2. This MOU shall remain effective from the effective date listed above until the end of the term of three (3) years.
3. The Parties understand and acknowledge that this MOU will provide the foundation for a more comprehensive agreement concerning the details of the Program; and that this MOU does not commit the Parties regarding the Program.
4. The Parties understand that this Program must support through its activities the mission of UTRGV and the Click or tap here to enter text.; that the Program may not use the name and official seal of the other Party or any of its components without the written consent of the president, rector, or other chief executive officer of the other Party or her/his designee; that the Program is subject to all policies and procedures of the Board of Regents and Administration of The University of Texas System, and must submit to reporting and auditing requirements as established by The University of Texas System, including consultation with an attorney from the Office of Legal Affairs.
5. Any intellectual property matters that arise from the Program shall be addressed pursuant to applicable law and mutual written agreements among the Parties.
6. This MOU contains the entire understanding of Parties at this time. If either Party is unwilling or unable to continue with plans for the Program, that Party may do so by sending a written notice of regret to the other Party.
7. This MOU may not be amended or otherwise modified except by the written agreement of both Parties. Neither Party may assign this MOU without the other Party's prior written consent. The invalidity or unenforceability of any provision(s) of this MOU will not impair the validity and enforceability of the remaining provisions.

In witness whereof, the Parties have caused their fully authorized representatives to execute this MOU effective as of the date written above.

By:                                                            By:

Dr. Luis H. Zayas Dr.\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provost and Sr. VP for Academic Affairs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:                                                            By:

Dr. Jaime Ortiz  Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professor, International Business and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entrepreneurship

By:                                                            By:

Dr. Pierre Ming-Tsan Lu Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director Global Initiatives Dean, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_