

MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXAS STATE UNIVERSITY

AND

PODER JUDICIAL DEL ESTADO DE MICHOACÁN

General

Texas State University (TXST) and Poder Judicial del Estado de Michoacán (PJEM) wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in order to promote collaborative research activities, foster international exchange, ensure achievement of their strategic plans, and facilitate cross-cultural engagement for the enhancement of their programs, human resources, and countries.

I. Scope of Agreement

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon, in writing, by both parties prior to the initiation of that activity. These activities shall be subject to the terms of this MOU. This agreement shall affirm each party's intent to enter into, among others, the following types of collaborative activity:

- A. Promote academic/scientific/professional relations between institutions.
- B. Develop teaching and research activities of common interests to both institutions.
- C. Encourage teacher and student mobility and exchanges.
- D. Promote discussion and the exchange of experience in all those areas of mutual benefit to both institutions.

II. Period of Agreement

This agreement shall be effective upon the date of final execution and will remain in force for a period of five years. This agreement may be renewed beyond five years by mutual written agreement. In addition, either party may terminate the agreement by providing ninety (90) days' written notice to the other party.

III. Activities Under This Agreement

It is expected that activities taking place under this agreement will be initiated primarily by academic units within TXST or by PJEM, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each party. For TXST, any collaborative projects will follow relevant university guidelines for such activities.

IV. Planning and Management of Activities

Each distinct activity will be described in a separate agreement drawn up jointly and signed by authorized signatories of each Party. Such agreements will specify the names of those

individuals for each party responsible for the implementation of the activity and set forth all terms and conditions associated with the activity.

V. Financial Commitment

This agreement reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate prior agreement, in writing, to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

VI. Funding of Activities

Separate agreements under this MOU should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Activities requiring funding must be approved by both parties. Each party will commit, to the extent allowed by law in their respective countries, the necessary resources of their respective entity pledged under specific terms of supplemental agreements.

VII. Nondiscrimination

TXST and PJEM agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this agreement.

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

VIII. Use of Name

PJEM will not use the name of TXST, nor of any TXST student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of TXST. TXST will not use the name of PJEM or any employee or student of PJEM in any publicity, advertising, or news release without the prior written approval of PJEM.

IX. Amendments

The terms of this agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto. Parties will notify each other in writing ninety (90) days in advance of modification of this agreement.

X. Export Control

It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

XI. Contact Persons

Each party will designate an individual who will serve as the contact person for this agreement.

TEXAS STATE UNIVERSITY

PODER JUDICIAL DEL ESTADO DE MICHOACÁN

Name: Dr. Walter Wright
Title: Professor & Honorary Professor, International Studies
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Nombre: Mtro. en Derecho Emmanuel Roa Ortiz
Title: Director del Instituto de la Judicatura del Consejo
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It is envisioned that both parties will engage in creative activities that will meet these mutually identified areas of interest with quality and a new sense of international cooperation. This agreement shall remain in force for five years from the date of the last signature below and shall be deposited at Texas State University and at Online Dispute Resolution, Ecuador.

So be it understood and enthusiastically supported by the undersigned.

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Texas State University

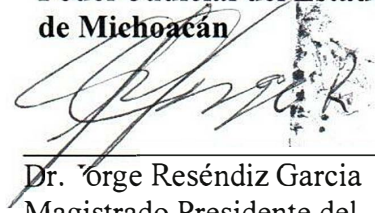

[Dan Alden \(Jun 25, 2024 08:45 CDT\)](#)

Dan Alden
Director of Procurement &
Strategic Sourcing

Jun 25, 2024

Date

**Poder Judicial del Estado
de Michoacán**



Dr. Jorge Reséndiz Garcia
Magistrado Presidente del
Supremo Tribunal de Justicia



ESTADO DE MICHOACÁN
PODER JUDICIAL DEL
ESTADO DE MICHOACÁN DE OCAMPO
PRESIDENCIA