

## MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA**  
**As represented by the Instituto de Ciencias Agrícolas**  
**Located in Mexicali, Baja California, México**  
**("UABC")**

**AND**

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA**  
**As represented by the Faculty of Agricultural, Life and**  
**Environmental Sciences**  
**Located in Edmonton, Alberta, Canada**  
**("UAlberta")**

### **PREAMBLE**

Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, UABC and UAlberta have agreed to enter into this non-binding memorandum of understanding ("MoU") that enables them to work together in the pursuit of the objectives set out herein;

**NOW THEREFORE** this MoU sets out the intent of the working relationship between the parties as follows:

#### **1. NATURE OF THIS MOU**

- 1.1. This MoU establishes the framework by which the parties will work together in an effort to foster and develop a cooperative relationship between the two parties through the activities listed below.
- 1.2. Except for the provisions herein dealing with privacy and confidentiality, this MoU does not create any legally binding obligation on the part of the parties. Specific terms of collaborative activities shall be agreed to by the two parties in a further legally binding agreement or agreements, in a manner consistent with the mandate and resources of each party. Each such agreement shall be made pursuant to this MoU for the limited purpose of the particular activity addressed in such agreement.

#### **2. OBJECTIVES**

- 2.1. The general intent of this MoU is to establish a framework through which the parties to this MoU can foster and develop a relationship between the Parties through such activities as:
  - a. Mobility of faculty and/or staff;
  - b. Mobility of graduate and/or undergraduate students;
  - c. Joint research activities and publications;
  - d. Participation in seminars and academic meetings;
  - e. Exchange of academic materials and other information; and
  - f. Special short-term academic programs.

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### 3. COSTS AND EXPENSES

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to.

### 4. COORDINATORS

All notices to be given pursuant to this MoU shall be sent in writing to the following coordinators:

#### **for UABC**

Dr. Roberto Soto  
Director  
Instituto de Ciencias Agrícolas  
Universidad Autónoma de  
Baja California  
Carretera a Delta s/n C.P. 21705  
Ejido Nuevo León  
Baja California, México

Telephone:  
Fax: (686) 523-02-17  
E-mail: roberto\_soto@uabc.edu.mx

#### **for UAlberta**

Marta Gomez-Wu  
Assistant Dean (International)  
2-14 Agriculture Forestry Centre  
Faculty of Agricultural, Life &  
Environmental Sciences  
University of Alberta  
Edmonton, Alberta T6G 2P5  
Canada

Telephone: +1-780-492-9835  
Fax: +1-780-492-4931  
E-mail: marta.gomez-wu@ualberta.ca

Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by facsimile.

### 5. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

The parties acknowledge that UAlberta is a public body subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"), as amended. For further information about FOIP see [www.ipa.ualberta.ca](http://www.ipa.ualberta.ca).

### 6. CONFIDENTIALITY

Each party who receives any information from the other marked "Confidential" ("Confidential Information"), will take reasonable steps to protect its confidentiality, will not disclose to any third party such Confidential Information without the prior written consent of the other party, and will only use such Confidential Information for the purposes contemplated in this MoU. For the purposes of this MoU, Confidential Information shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

### 7. TERM

7.1. This MoU shall come into force and effect on the date that it is signed by both parties and shall continue in effect for a period of five (5) years, or until terminated by mutual written agreement or pursuant to section 7.2. It may be amended or extended by mutual written agreement.

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7.2. Either party may terminate this MoU on three (3) months' written notice to the other party.

**IN WITNESS WHEREOF** the parties have caused this MoU to be executed on the dates indicated below.

Signed for and on behalf of  
**UNIVERSIDAD AUTÓNOMA DE  
BAJA CALIFORNIA**  
by its duly authorized officer on

the \_\_\_\_ day of \_\_\_\_\_ 2014.

Signed for and on behalf of  
**THE GOVERNORS OF THE  
UNIVERSITY OF ALBERTA**  
by its duly authorized officer on

the \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mtro. Ricardo Dagnino  
UABC Provost

the \_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
Dra. Socorro Montaña Rodríguez  
Director, International Office  
Universidad Autónoma de Baja California

the \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Dr. Roberto Soto  
Dean, Instituto de Ciencias Agrícolas

\_\_\_\_\_  
Dr. Carl G. Amrhein  
Provost and Vice-President (Academic)

the \_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
Dr. John Kennelly  
Dean, Faculty of Agricultural, Life and  
Environmental Sciences

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DE BAJA CALIFORNIA



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