

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CENTRO DE ALTOS ESTUDIOS NACIONALES – ESCUELA DE POSGRADO
AND
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

1.0 **PURPOSE**

This Memorandum of Understanding (MOU), entered into by and between Centro de Altos Estudios Nacionales - Escuela de Posgrado (hereinafter referred to as "CAEN - EPG") located at Av. Escuela Militar S/N con Av. Chorrillos, Lima, Perú and The Florida International University Board of Trustees (hereinafter referred to as "FIU"), a Florida public university with its principal place of business at 11200 SW 8 Street, Miami, FL 33199, is made and entered into as the last date signed by both parties below.

2.0 **BACKGROUND**

It is the purpose of this MOU to establish a nurturing relationship between the parties and to set forth the basis for mutual understanding and cooperation to pursue the activities as deemed appropriate between the parties as set forth herein.

The parties have determined that they have the necessary complementary expertise required for the purposes of this MOU and that the terms of this MOU will enable them to utilize their unique capabilities. The parties agree to work with each other to effectively and efficiently identify, analyze and explore the possibility of development of proposals to third party sponsors (hereinafter individually, a "Sponsor" or collectively "Sponsors") as the parties mutually agree.

3.0 **REQUIREMENTS**

This MOU does not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization. Each party is and shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and no party shall act or represent itself, directly or by implication, in any such capacity in respect of any other party in any manner which seeks to assume or create any obligation on behalf of, or in the name of, any other party without that party's prior express written agreement. The employees of one party shall not be deemed the employees of any other party. Each party agrees not to use the name, trademarks, or logos of the other party or the name of the other party's employees, officers, board members, or agents in any way including but not limited to, in sales promotion, advertising materials, applications or proposals without that party's prior express written agreement.

4.0 **PARTIES' RESPONSIBILITIES**

- 4.1 The parties agree to enter into discussions relating to the potential for FIU to develop, in accordance with FIU's policies and procedures, a non-credit course tentatively called the Global Security and Public Policy Executive and Professional Certificate Program (the "Program") which would be open for the CAEN-EPG In-Residence internationalization seminar visit for CAEN-EPG students. The certificate program would be held at FIU's campus in Miami, Florida and enrollment in the Program will be in accordance with FIU policies and procedures and payment of fees, as required.
- 4.2 The parties will also explore the possibility of joint academic collaboration cooperative opportunities in the areas of Latin America and Hemispheric security through the following collaborations:
- Faculty exchanges
 - Student exchanges
 - Joint research and publications
 - Joint academic events in Peru and the United States
 - Joint non-credit open enrollment programming
- 4.3 If the parties agree, based on each party's policies and procedures, that they desire to move forward with the development of the Program or any other collaboration between them as noted above, the parties shall negotiate in good faith to enter into a separate written agreement for the same, which agreement shall contain appropriate terms, including but not limited to, as applicable, intellectual property and funding terms and scope of work. Neither party is obligated to enter into an agreement to which it does not accept the terms. Any mutually agreed upon agreement must be executed by each party's authorized official before any work related to the subject matter of the agreement begins.
- 4.4 FIU identifies the following FIU official as point of contact for the implementation of this MOU: Hector Cadavid, Deputy Director, Jack D. Gordon Institute for Public Policy, Hector.Cadavid@fiu.edu, 305-348-2977. CAEN-EPG identifies the following official as point of contact in the implementation of this MOU: Marco Ramos Cruz, Secretary General, CAEN-EPG, Centro de Altos Estudios Nacionales-Escuela de Posgrado, marco.ramos@caen.edu.pe

5.0 **REVIEW AND REVISION PROCEDURE**

Any subsequent change to this MOU will be issued for coordination by both organizations and reviewed on an annual basis. Any modification to this MOU shall only be effective upon execution of a written amendment executed by the authorized representatives of both parties.

6.0 IMPLEMENTATION AND TERM

This MOU shall become effective upon the signature of both parties and shall remain in effect for one year unless earlier terminated as set forth herein. Either party may terminate this MOU at any time with 30 days' written notice. This MOU shall not be displayed on any public forum such as websites or print media.

7.0 COSTS

Each party's costs, expenses, risks or liabilities caused by or arising out of this MOU, shall be borne by each party separately and neither party shall be liable or obligated to the other for any such costs, expenses, risks or liabilities. Nothing in this MOU shall be construed as providing for the sharing of profits or losses arising out of the efforts of the parties.

8.0 ADDITIONAL TERMS

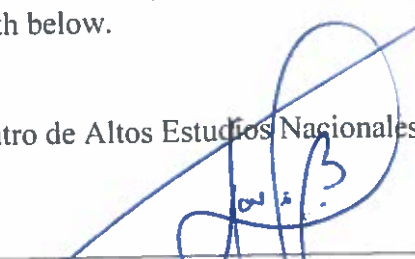
- 8.1 This MOU expresses the basic understanding and present intentions of the parties but does not attempt to either specify or otherwise limit the collaborative efforts between the parties. It merely serves as evidence of the parties' good faith intentions with regard to these activities. This MOU does not obligate any party to enter into any other agreement, collaborative relationship or any proposal effort.
- 8.2 This MOU in no way restricts the parties from working with other organizations on any research or other projects.
- 8.3 The parties' obligations hereunder are subject to and contingent upon the availability of funds and each party's policies and procedures and applicable law.
- 8.4 This MOU comprises the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.
- 8.5 No party may assign any interest in this MOU without the prior written consent of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this MOU.

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8.6 This MOU may be executed in counterparts by original signature or by facsimile, electronic and/or PDF signatures in lieu of original signatures, each of which shall be deemed to be an original, but all of which together will constitute one and the same MOU.

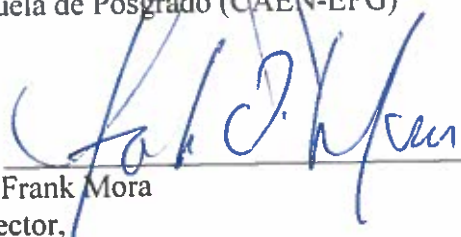
IN WITNESS WHEREOF, this MOU is executed by the duly authorized representative of each party as set forth below.

Centro de Altos Estudios Nacionales - Escuela de Posgrado



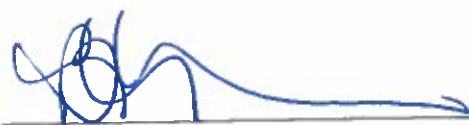
General Brigada (N) Doctor Andrés Vicente Acosta Burga
Director General, Centro de Altos Estudios Nacionales -
Escuela de Posgrado (CAEN-EPG)

10/04/18
Date

By: 

Dr. Frank Mora
Director,
Kimberly Green Latin American and Caribbean Center
Florida International University

10/04/18
Date

By: 

Brian Fonseca
Director,
Jack D. Gordon Institute for Public Policy
Florida International University

10/04/18
Date