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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**GEORGETOWN UNIVERSITY**  
**AND**  
**MIGUEL HERNÁNDEZ UNIVERSITY OF ELCHE**

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Georgetown University (Georgetown), through its Center for Intercultural Education and Development (CIED), and Miguel Hernández University of Elche (UMH) enter into this Memorandum of Understanding (“MOU”) in order to establish a cooperation that is intended to be of mutual benefit to both parties.

Before any activity is implemented, the parties shall execute a Supplemental Agreement which shall reflect the parties mutually agreed objectives, the funding arrangements, the allocation of responsibilities, and all other specific terms applicable to that activity. Each Supplemental Agreement will be appended to this MOU as a schedule, and the terms of the Supplemental Agreement will control the administration of the activity described. To the extent that the MOU and the language of any Supplemental Agreement are ever determined to be inconsistent, the language of this MOU shall be deemed controlling.

Each party shall designate a person or office (the Designated Person) who shall serve as the primary point of contact for implementing this MOU. In the event that either party wants to undertake any new activity, the party must present the proposal for the activity first to the Designated Person. All activities undertaken pursuant to this MOU must be approved by the Designated Person.

**For Georgetown, the Designated Person will be:**

Director, CIED (or upon the Director’s written instruction, the Director’s designee)  
Georgetown University

**For UMH, the Designated Person will be:**

Vice Rector for International Relations – Miguel Hernández University of Elche

This MOU shall become effective on the first day after both parties have signed the document, whichever occurs later, and shall remain in effect for three (3) years from that date.

**1) TERMINATION**

The MOU may be terminated at the sole discretion of either party as long as the terminating party provides the other party thirty (30) days written notice. If either party breaches the terms or conditions of this MOU, the other party has the right to terminate the MOU immediately upon written notice to

the other. Upon such termination, individuals already participating in activities initiated pursuant to this MOU shall be permitted to complete that activity, and the applicable terms of this MOU and the applicable Supplemental Agreement shall continue to govern their participation.

## **2) CONFIDENTIALITY**

The parties agree that neither party shall use the other party's name, mark, or any name that is likely to suggest that it is related to the other institution without first obtaining the written permission of the other party. In particular, neither party shall include on its website nor in any other materials any reference, symbol, description, or document that refers to or is designed to represent the other party without that party's written permission. The parties agree to immediately remove or recall any website posting or publication in any media that makes representations for which they do not have written permission pursuant to this paragraph.

## **3) AMENDMENT**

The MOU may be amended only with the written consent of both parties.

## **4) ENTIRE UNDERSTANDING**

This MOU constitutes the entire agreement between the parties, and supersedes all prior discussions, agreements, and understandings, whether verbal or in writing.

## **5) DEFINITION OF THE PARTNERSHIP**

The relationship of the parties under this MOU shall be that of independent contractors, and neither party shall be deemed, nor hold itself out as being, a partner, broker, employee, servant or agent of the other party. Neither party shall be liable for the acts of the other, nor shall either party enter into agreements of any kind on behalf of the other party.

## **6) INDEMNIFICATION**

Each party will indemnify and hold the other party, its officers, directors, employees, agents, and students, harmless for all claims, costs, losses, damages, liabilities, expenses, demands, and judgments which may arise out of the other party's own negligent or willful acts or omissions in connection with activities arising under this MOU.

## **7) FORCE MAJEURE**

Neither party shall be responsible to the other for third-party acts or acts of nature beyond the parties' control, such as, but not limited to, acts of war, terrorism, civil unrest, and weather emergencies.

## **8) EQUAL OPPORTUNITY**

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of the race, color, religion, national origin, sex, pregnancy, childbirth, or related medical conditions, age, marital status, personal appearance, sexual orientation familial status, family responsibilities, political affiliation, source of income, or disability of any individual.

#### **9) ACCREDITATION**

The parties shall not do anything that would jeopardize Georgetown's licensure, accreditation, federal, state or local tax exemptions (including, without limitation, Georgetown's non-profit status under Section 501 (c)(3) of the Internal Revenue Code of the United States) or eligibility for financial assistance from the United States government. Notwithstanding the other provisions of this MOU, if Georgetown is in jeopardy of the loss of any of the aforementioned licenses, accreditations or eligibilities as a result of its participation in activities undertaken pursuant to this MOU, Georgetown shall have the right to terminate this MOU.

#### **10) FOREIGN CORRUPTION PRACTICE ACT**

Each party specifically agrees that in connection with this MOU, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act.

#### **11) GOVERNING LAWS AND DISPUTE RESOLUTION**

This MOU, and any resulting Supplemental Agreements, shall be governed by and construed under the laws of the District of Columbia, U.S.A. and the parties agree that any lawsuits arising out of this MOU or the Supplemental Agreements shall be resolved exclusively by courts located in the District of Columbia, U.S.A.

#### **12) FAILURE TO EXERCISE OR ENFORCE**

A waiver of any breach of any provision of this Agreement shall not be deemed a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

#### **13) ACCEPTANCE AND SIGNATURE**

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

In witness hereof, the authorized representative of the parties hereby execute this Agreement on the dates set forth below.

**FOR: Georgetown University, CIED**

**FOR: Miguel Hernández University of Elche**