



## NON-BINDING MEMORANDUM OF UNDERSTANDING

between

FLORIDA ATLANTIC UNIVERSITY

And

UNIVERSITY OF PAMPLONA

The University of Pamplona (Pamplona) located in Pamplona, Colombia, represented by Dr. Ivaldo Torres Chávez (rector) and Florida Atlantic University Board of Trustees, ("FAU") located in Boca Raton, Florida, represented by Dr. John Kelly, President (each a "Party," and collectively the "Parties"), hereby establish this **Non-binding Memorandum of Understanding** ("MOU") to serve as a mechanism through which the Parties will seek to promote and stimulate collaborative research opportunities and to enrich the academic and educational environments among stakeholders at both institutions.

### ARTICLE I: SCOPE OF PROGRAM

Each Party has designated a single authorized Representative who shall be responsible for the administration and oversight of this MOU for the respective Party. The Parties' Representative shall notify the other, in writing, of the Representative's name, mailing address, telephone number, and email address, through which all such notices required hereunder shall be provided.

The Representatives of each Party shall periodically communicate with one another regarding various opportunities, endeavors, and potential collaborative research engagements within the framework of this MOU. Where appropriate and as mutually agreed upon, the Representative of each Party shall designate a single point of contact (a "Coordinator") to provide guidance on such mutual areas of interests as specific opportunities, endeavors, and potential collaborative research engagements have been identified.

This MOU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, memorialized in writing as a contractual agreement, executed and delivered by the Parties to this MOU. Any such agreements must include a provision for ownership and commercialization of any intellectual property resulting from any joint research. This MOU does not anticipate any present exchange of monies between Parties or guarantee specific funding.

### ARTICLE II: TERM, TERMINATION, AND AMENDMENT

This MOU will be in effect for a period of five (5) years, effective upon the date of the last signature of the Parties, unless earlier terminated by either Party at any time upon ninety (90) days written notice to the other Party. No amendment of the terms of this MOU will be effective unless made in writing and signed by an authorized signatory of each Party. This MOU may not be assigned by either Party without the advance written consent of the other Party.

### ARTICLE III: GENERAL MATTERS

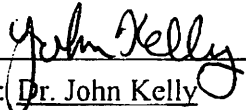
The Parties agree not to use each other's names in any advertising or other form of publicity without the prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MOU. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership or any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation, or warranty for or on behalf of the other Party.

The Parties acknowledge and agree that this MOU shall be governed by the laws of the State of Florida, including, but not limited to the public records laws of Chapter 119, Florida Statutes. The parties agree to comply with all applicable federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.


This MOU and any notice required under this MOU shall be governed, interpreted, and construed in the English language only. Any translations that may be made into any other language shall be for convenience only and shall have no legal force or effect.

Each Party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

**FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES**

By:   
Name: Dr. John Kelly  
Title: President  
Date: 8/22/22

**UNIVERSITY OF PAMPLONA**

By:   
Name: Dr. Ivaldo Torres Chávez  
Title: Rector  
Date: 21/7/2022 