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**MEMORANDUM OF UNDERSTANDING BETWEEN RALPH BUNCHE INTERNATIONAL AFFAIRS CENTER
HOWARD UNIVERSITY AND
UNIVERSIDAD TECNOLÓGICA DEL CHOCO DIEGO LUIS CORDOBA**

This Memorandum of Understanding (MOU) is entered into by Ralph Bunche International Affairs Center, Howard University, Washington D.C., U.S.A., and the Universidad Tecnológica del Chocó (UTCH), Quibdó, Colombia, to encourage academic cooperation through the establishment of a formal collaborative relationship in furtherance of the advancement of scholarship and learning that will provide benefits to both institutions.

Article 1: Purpose

HUSB and UTCH agree to explore areas of collaboration of mutual benefit including Study Tours, Exchange Programs for Students and Faculty Research Projects, Grants.

Article 2: Project Agreements

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in write by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOU and shall be attached hereto as an Appendix.

Article 3: Academic Freedom

Basic principles of academic freedom will be applicable to all educational and research activities undertaken under this MOU.

Article 4: Non-Discrimination

Both institutions agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, gender, sexual orientation, or veteran status.

Article 5: Intellectual Property

Each party to this MOU shall own the intellectual property (IP) conceived or first reduced to practice solely by inn employees or agents in furtherance of projects or activities contemplated by this MOU. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.



Article 6: Conduct

Exchange visitors including faculty, students, administrators, and contractors at both institutions must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

Article 7: Use of Name

Any use of the name Howard University including any of its constituent colleges or programs including Ralph Bunche International Affairs Center related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to the prior written approval of Howard University.

Any use of the name Universidad Tecnológica del Chocó including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to the prior written approval of the Universidad Tecnológica del Chocó.

Article 8: Indemnification

Howard University and the Universidad Tecnológica del Chocó shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this MOU.

Article 9: Liability Insurance

Each party shall maintain its own insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

Article 10: Designee/Notice

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated under this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice



Tonija Hope
Ralph Bunche International Affairs Center
Howard University

Rebecca Gindele
Relacionista Internacional
Universidad Tecnológica del Chocó, Quibdó-Colombia

Article 11: Law/Enforcement

The parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOU informally. In the event that internal attempts at resolution are not successful, the parties agree that any formal claims in connection with this MOU against Howard University, its officers, agents, or employees shall be brought in State or Federal court having jurisdiction in Washington, D.C., and claims against the Universidad Tecnológica del Chocó, its officers, agents, or employees shall be brought in the court of the Republic of Colombia. This MOU should be construed in accord with the law of the court in which the proceedings are brought.

Article 12: Termination

This MOU or any project Agreement can be terminated at any time to be effective two months after the completion of ongoing activity or project. (e.g., coursework of students) after reasonable effort have been made to minimize the disruption of work under existing Project Agreements.

Article 13: Effective date/term

This MOU shall become effective upon signature of all parties and shall expire three years after such date.

This MOU shall be reviewed and its final year and may be extended by mutual written agreement of the parties.



Article 14: Entire Agreement/Modification

This MOU constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

06 OCT 2022

Howard University, by

Universidad Tecnológica del Chocó, by

TONIA HOPE
Ralph Bunche International Affairs Center
Howard University

DAVID EMILIO MOSQUERA VALENCIA
Rector Universidad Tecnológica del
Chocó