

**MEMORANDUM OF AGREEMENT
BETWEEN
CORPORACIÓN UNIVERSITARIA DEL CARIBE
SINCELEJO, COLOMBIA
AND
THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON
BINGHAMTON, NEW YORK**

This memorandum of agreement (MoA) establishes a formal mutually collaborative relationship and academic partnership between Corporación Universitaria del Caribe (hereinafter CECAR), located at Carretera Troncal de Occidente Km. 1, vía Corozal - Sincelejo, Colombia, and the State University of New York at Binghamton (hereinafter Binghamton University), located 4400 Vestal Parkway East, Binghamton, NY, United States.

WHEREAS

1. The PARTIES have joint objectives in the field of higher education, research, training, and culture promoting.
2. It is the desire of the PARTIES to promote international cooperation based in mutual support through the design, structuration, organization and execution of different activities and/or academic projects.
3. The PARTIES wish to establish cooperative relations and develop academic and cultural exchanges between the two institutions.

Article 1

SCOPE OF THE COOPERATION

The areas of cooperation will be focused initially in subjects related to Peace Building from the responsible department of research and social projection of CECAR and the Institute for Genocide and Mass Atrocity Prevention at Binghamton. The areas of cooperation (subject to mutual consent) may be extended to any program offered at either institution as deemed convenient and feasible by both PARTIES.

Article 2

GENERAL AREAS OF COOPERATION

Assistance shall be carried out subject to availability of funds and the approval of CECAR and Binghamton University through the following activities or programs related to, but not limited to:

1. Exchange of professors, researchers, and students for limited periods of time in compliance with the applicable law of each country and with the respective internal regulations of the PARTIES.
2. Joint production of publications, academic journals, and any other type of document that may be of interest for both PARTIES.
3. Joint development of research projects in any area of interest for both PARTIES.
4. Joint creation, development, and promotion of innovative educational activities.
5. Organization of conferences, forums and/or workshops.

6. Exchange of academic material and publications regarding development in teaching and research.
7. Participation in academic meetings, seminars, symposiums, conferences, short-term courses and summer programs.
8. Joint studies and/or research programs.
9. Joint activities in divulgation and transference of technology.

The cooperation terms for each specific activity under this MoA shall be mutually discussed and agreed upon in writing by both PARTIES prior to the initiation of the activity. Any such agreements concluded as stated above shall constitute ADDENDA to this MoA. Each specific agreement shall include its particular purpose, the activities to be carried out, budget, and conditions concerning intellectual property. Each institution shall approve the specific agreement and shall designate a liaison officer responsible for developing and coordinating the specific activities agreed upon.

The designated liaison officers for this **MoA** are:

FOR "CECAR"

FOR "Binghamton University"

LILIANA ÁLVAREZ RUÍZ

NADIA RUBAII

**INSTITUTIONAL AND INTERNATIONAL
RELATION OFFICE**

**INSTITUTE FOR GENOCIDE & MASS ATROCITY
PREVENTION**

DIRECTOR

CO-DIRECTOR

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Address: Binghamton, NY 13902-6000. EE.UU.

Telephone: +570352804018 Ext. 1136

Telephone: 607-777-5254

Email: ori.cecar@cecar.edu.co

Email: nadia.rubaii@binghamton.edu

Notification of any changes in liaison officers shall be made by writing. No amendments to this MoA are required for that purpose.

Article 3
INTELLECTUAL PROPERTY

The parties agree that the specific cooperation agreements will include the provisions needed for the protection of intellectual property rights of the documents and innovations that result of the joint work or research activities.

Article 4
USE OF NAME

Any use either party's name including any of its programs or logos in advertisements, publications, or notices related in any way to the activities described in this MoA shall be subject to prior written approval of the party.

Article 5

EXCLUSION OF WORK RELATION

The PARTIES shall not represent themselves and shall ensure that their employees do not represent themselves, as employees, partners, or agents of the other party, or as otherwise be able to bind or represent the other party. A party will not be, by virtue of this MoA, or for any reason be considered as an employee, partner, or agent of the other party, or will have any power or authority to bind or represent the other party.

Article 6

FINANCIAL AVAILABILITY

In compliance with the regulations in force for each country and according to the financial availability of each university, the PARTIES agree to raise the necessary funds to carry out the above-mentioned cooperation activities. The costs deriving from diverse activities shall be identified jointly and shall be borne by the faculties, departments, institutes, and centers directly involved, without prejudice to the possibility of raising funds from public or private institutions if it is the case.

Article 7

DURATION, TERMINATION AND AMENDMENT

This MoA shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by the appropriate authority of either party, provided a written notice is given to the other party three (3) months in advance. The MoA may be extended by mutual written consent.

The provisions of this MoA may be amended at any time with the mutual consent of the parties by writing. The amendment, termination, and expiration of this MoA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed between the PARTIES.

To ensure a correct interpretation and compliance of this agreement, two copies thereof will be prepared and will be executed by the institutions and each institution will keep one copy of each version having the same value and effectiveness.

This MoA is construed under the laws of the state of New York.

Article 8

EARLY TERMINATION

This MoA may be terminated early under the following conditions:

1. By agreement of the PARTIES
2. Written notice to the party three (3) months in advance.
3. Breach of any clause of the MoA
4. Force majeure events

Article 9
CONFLICT RESOLUTION

The PARTIES hereto state that they shall carry out all the activities under this MoA in good faith and that they shall make every reasonable effort to accomplish the tasks herein stated. In case of any disagreement between the PARTIES, they agree to solve such differences directly and willingly. It shall be the responsibility of the Rectors/President of both institutions (and their designee) to solve any conflict that may arise.

Article 10
CONFIDENTIALTY

In the event that the information identified by written as confidential is exchanged, the receiving party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to any third parties.

The PARTIES agree in addition that neither of them will disclose the existence or the terms of this MoA to any third party without the written consent of the other party. Neither party shall disclose that discussions or negotiations concerning a possible arrangement between the PARTIES are taking place unless and until a final agreement is reached between the PARTIES.

Article 11
AGREEMENT AND MODIFICATONS

This MoA together with its ADDENDA contain the entire agreement between the PARTIES. Therefore, it supersedes all prior oral and written agreements as to the subject matter herein stated. All modifications and changes to this MoA shall be made in a written document signed by both PARTIES.

This MoA is issued in two originals in English, which are equally valid. In witness whereof, the PARTIES hereto have offered their signatures:

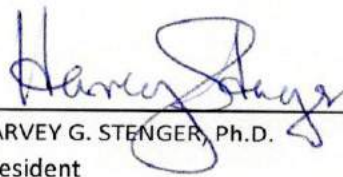
SIGNED for and on behalf of CECAR



NOEL MORALES CALAO, Ph.D.
President
CECAR

Date

SIGNED for and on behalf of Binghamton University



HARVEY G. STENGER, Ph.D.
President
Binghamton University

Date