



MEMORANDUM OF UNDERSTANDING

between

**OLD DOMINION UNIVERSITY, Norfolk,
Commonwealth of Virginia**

and

**UNIVERSIDAD AUTÓNOMA DEL ESTADO DE
HIDALGO, México**



MEMORANDUM OF UNDERSTANDING BETWEEN OLD DOMINION UNIVERSITY, NORFOLK VIRGINIA (USA) HEREINAFTER BE CALLED "ODU" WHICH SHALL BE REPRESENTED BY ODU'S ASSOCIATE VP FOR ACADEMIC AFFAIRS MS. LUANNE BOWMAN AND UNIVERSIDAD AUTÓNOMA DEL ESTADO DE HIDALGO (MÉXICO), HEREINAFTER BE CALLED "UAEH" WHICH SHALL BE REPRESENTED BY ITS PRESIDENT DR. OCTAVIO CASTILLO ACOSTA.

STATEMENTS

1. - FROM "UAEH":

1.1. That it is a decentralized and autonomous public body, endowed with its own capacity and legal personality, in accordance with its current organic law published on December 31, 2015 in the official state newspaper, whose purposes according to numeral three are:

- a) On teaching: Organize, impart and promote the presence and distance education on high school, professional-technical, undergraduate and postgraduate levels, all of them contribute to form high- quality human resources.
- b) On research: Organize, perform, promote and guide scientific, humanistic and technological research, on its basic and applied forms, in a way that permits the linkage of human knowledge.
- c) The creation, preservation and promotion of culture: Organize, perform and contribute to the creation and cultural-artistic diffusion in its variety of expression ways.
- d) Relations: Interact in a harmonious and efficient way with other institutions and sectors of society.
- e) Promotion of legality, transparency and protection of human rights: Perform its activities in accordance with the fundamental laws of the nation; building and perfecting its internal legal order with the goal of promoting the legality and accountability culture with transparency.
- f) About the promotion of excellence and quality: Perform planning activities, operation and management, both academic and administrative.

1.2. Based on article 3, section VII, of the Political Constitution of the Mexican United States; 31° and 32° of the Organic Law of Universidad Autónoma del Estado de Hidalgo, as well as in articles 46° and 47° of its General Statute, the holder of the Rectory of



Universidad Autónoma del Estado de Hidalgo legally represents it and has the faculty to celebrate the legal acts that are necessary for the proper functioning and aggrandizement of the University, as well as for the realization of the mission that corresponds to it.

1.3. Based on Article 3, Section VII of the Political Constitution of the United Mexican States; Articles 28 and 29 of the Organic Law of the Universidad Autónoma del Estado de Hidalgo, as well as Articles 21, Section IV, 40, and 41 of the General Statute, the Honorable University Council elected Dr. Octavio Castillo Acosta as President of the Universidad Autónoma del Estado de Hidalgo, as recorded in Act No. 384 signed on March 17, 2023.

1.4. Points out as legal address: General Mariano Abasolo Street, 600, Colonia Centro, Z.C. 42000, Pachuca de Soto City, State of Hidalgo, with taxpayer's registry UAE 610303-799.

1.5. With taxpayer's registry UAE 610303-799

2.- FROM "ODU":

2.1. Old Dominion University (ODU) is a preeminent public research university located in Coastal Virginia. Our world-class faculty fosters dynamic on-campus and global online learning for undergraduate and graduate students that enriches their lives, promotes insightful and perceptive leadership, and motivates the pursuit of excellence in dedicated fields and professions. ODU collaborates with strategic partners to address challenges and propose solutions that impact the economy, environment, health and wellness, and social justice. In pursuit of equity and inclusion, ODU provides opportunities for educational, artistic, and professional growth to our diverse community. ODU's core values are:

- a) **Accessibility:** Nurture and accessible culture that grants educational, social, professional, and scholarly opportunities for all members of our diverse community.
- b) **Collaboration:** Foster a sense of collaboration through synergetic approaches and shared governance.
- c) **Excellence:** Pursue global engagement through student success and faculty and staff achievements.
- d) **Global Engagement:** Promote global engagement through intercultural understanding, shared knowledge and innovative approaches to advancing international collaboration and stewardship.



- e) **Inclusion:** Commit to building an inclusive community that encourages empathy, mutual understanding, and the recognition of differences.
- f) **Innovation:** Leverage our strengths to cultivate and educate the next generation of innovators by solving today's regional and global demands and addressing tomorrow's challenges.
- g) **Respect:** Nurture a climate of care, concern. Civility, and respect for self, others, the institution and our society.

2.2. ODU's Office of International Collaborations (OIC) strengthens ODU's global presence by cultivating international partnerships and collaborations that advance the University's academic and research initiatives.

2.3. Dr. Brian O. Hemphill serves as President of ODU since July 1, 2021.

2.4. ODU's address is 5115 Hampton Boulevard Norfolk, VA 23529.

3. - FROM "BOTH PARTIES":

Having stated the above, the appearing parties hereby agree to abide by the terms and conditions stated as follows:

Old Dominion University (hereafter "**ODU**"), Norfolk, Virginia, USA, and Universidad Autónoma del Estado de Hidalgo, Pachuca, Mexico (hereafter "**UAEH**"), join in the following international memorandum of understanding on the promotion of educational and academic exchanges between the two institutions.

C L A U S E S

FIRST. OBJECT.

The object of the present **Memorandum of Understanding** is to strengthen academic relations between "**ODU**" and "**UAEH**", disseminate cultural knowledge and advance the international academic community through the initiation of an international student mobility program.

SECOND. FRAMEWORK FROM COLLABORATION.

"**Both Parties**" will make every reasonable effort to encourage direct contact and research cooperation between their faculty members, departments, and research institutes, to the extent that they are able, under provisions of this agreement, and endeavor to



cooperate in the fields with which both parties are concerned. **“Both Parties”** agree to consider the following general forms of cooperation:

- Joint research activities;
- Academic materials and academic publications exchange;
- Faculty mobility for research, lectures, and discussions;
- Student mobility for study and research;
- Promotion of international mobility by faculty and students for educational purposes.

Themes of joint activities and the conditions for using the results achieved and arrangements for specific visits, exchanges, and other forms of cooperation will be agreed to by both parties on a case-by-case basis.

THIRD. FINANCIAL CONSIDERATIONS.

“Both Parties” understand that all the financial arrangements should be agreed to by both parties on a case-by-case basis and will depend upon the availability of funds.

FOURTH. FACULTY MOBILITY.

“Both Parties” agree to collaborate in facilitating the participation of faculty members in this program, ensuring that the terms and conditions for faculty mobility are defined as follow:

- a. **Selection of Faculty Participants:** The names, qualifications, and other pertinent information of nominated faculty should be sent to the host institution no later than six months prior to the beginning of the research stay at the host institution. The host institution reserves the right to make the final decision on the acceptance of nominated faculty.
- b. **Access to Research Facilities:** The host institution agrees to provide access to the appropriate research facilities to faculty from the home university and as permitted by federal, national, or state regulations.
- c. **Costs for Participating Faculty:** All costs associated with faculty mobility are to be borne by the traveling/visiting participating faculty or negotiated in advance. These include: travel (international and in-country), meals, lodging, passport/visa fees, insurance and incidental personal expenses. All faculty from UAEH are required to be enrolled in a health insurance program that provides for the required coverages as stipulated by the U.S. federal government for Exchange Scholars (J status).



FIFTH. INTELLECTUAL PROPERTY.

- a. **“ODU”** agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at **“ODU”**. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at **“ODU”** the students’ rights to any intellectual policy will be governed by the laws of the United States, the Commonwealth of Virginia and the policies of **“ODU”**.
- b. **“UAEH”** agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/ researcher is present at **“UAEH”**. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at **“UAEH”** the students’ rights to any intellectual policy will be governed by the laws of Mexico and the policies of **“UAEH”**.
- c. **“Both Parties”** hereby acknowledge receipt of notice that some or all of the information, data, or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR sections 120 - 130, or the Export Administration Regulations (EAR), 15 CFR sections 768 - 819. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the U.S. or abroad, without obtaining appropriate export authorization in advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.

SIXTH. INSTITUTIONAL RESPONSIBLES.

“Both Parties” agree that the heads responsible for each institution will designate a person in charge on behalf of the institution, and they will agree on the actions that will guide the course of the specific collaboration agreements as well as the results of this specific collaboration agreement.



For
**Old Dominion University, Norfolk,
Virginia:**
Dra. Patricia Schiaffini-Vedani
Director of International Collaborations
Office of International Collaborations
Old Dominion University
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For
**Universidad Autónoma del Estado de
Hidalgo:**
Mtro. José Luis Sosa Martínez.
Director de Relaciones Internacionales e
Intercambio Académico
Universidad Autónoma del Estado de
Hidalgo
Carretera Pachuca - Tulancingo, km 4,5,
Colonia Carboneras, 1er piso edificio
CEVIDE, Ciudad del Conocimiento,
Mineral de la Reforma, C.P. 42184,
Hidalgo, México.
Tel: 77 17 17 2000, Extensión 13313
joseluis@uaeh.edu.mx

SEVENTH. DURATION, RENEWAL AND TERMINATION AGREEMENT.

- a. This agreement shall be effective for five (5) years from the date of signing, unless terminated beforehand. The program shall be reviewed in four years following the date of signing to determine if its goals are being achieved, and if the agreement should be renewed for an additional five-year period.
- b. This agreement shall be subject from time to time to revision or modification by mutual written agreement.
- c. This agreement may be terminated by either "ODU" or "UAEH" with six (6) months notice given to the other party in writing.
- d. If conflict arises out of this agreement, the sole remedy for either party shall be the termination of the agreement (see 6c above).

EIGHTH. PROPER LAW.

In case of any dispute regarding terms or conditions of this agreement, the parties agree to solve it in common agreement, in an amicable settlement, without the need to approach any judicial authority.

Despite the obligations expressed herein, this agreement is a non-binding expression of the intentions of both institutions, and neither institution shall incur any expenses nor be bound by any legal responsibilities to the other institution.



The parties declare that this agreement is a product of the goodwill of “Both Parties”; therefore, the legal representation of each entity is obligated to carry out all necessary activities to adequately fulfill the commitments of this instrument.

After this Memorandum of Understanding has been read, and both parties are informed of its content, scope, and legal effects of each and every one of its clauses, the parties involved in this agreement sign it in duplicate in both English and Spanish, on the 02 day of the month of June, 2025.

In case of any questions regarding interpretation, controversies, or disputes, the English version shall prevail.

For “ODU”

For “UAEH”

LUANE BOWMAN
Associate Vice President for Academic
Affairs
Old Dominion University (USA)

DR. OCTAVIO CASTILLO ACOSTA
President
Universidad Autónoma del Estado de
Hidalgo (México)



DIRECCIÓN GENERAL
JURÍDICA

REVISADO