## ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS BILATERAIS/ACCORDS BILATERAUX

Clasificación: Classification: 73-2019 Classifacation: Classificação: Fecha de Ingreso: Entry Date: September 13, 2019 Date D'entrée: Data de Admissão: Nombre del Acuerdo: Memorandum of Understanding for the benefit of Name of the Agreement: Bush School of Government and Public Service Nom de L'accord: Nome do Acordo: Materia: Promote cooperative research and to facilitate the Subject: international exchange of ideas. Sujet: Materia: Partes: Parties Involved: GS/Texas A&M University Parties: Partes: Referencia: Reference: Texas A&M University Référence: Referência: Fecha de Firma: August 30, 2019 Signature Date: Date de la Signature: Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation:

Data de Rescisão:

Lugar de Firma: Place of Signature: Lieu de la Signature: Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Department of social inclusion of the secretariat for rights and equity

Unité Responsible: Unidade Encarregada:

Persona Encargada: Person in Charge: Personne Responsible: Pessoa Encarregada:

Cierre del Proceso: Closure of Proceedings: Clôture des Procedures: Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

## Memorandum of Understanding Between The General Secretariat of the Organization of American States And

## Texas A&M University Bush School of Government and Public Service

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING ("MOU"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C., 20006, through the Department of Social Inclusion of the Secretariat for Rights and Equity (hereinafter "SARE"), represented by its Secretary General, Mr. Luis Almagro, and Texas A&M University (hereinafter "Bush School"), for the benefit of its Bush School of Government and Public Service, a member of The Texas A&M University System, an agency of the State of Texas, based in College Station, Texas, located at 400 Bizzell St, College Station, TX 77843, represented by Dr. Michael T. Stephenson, Vice Provost, agree to establish a program of cooperation, exchange and collaboration.

- 1. The purposes of the cooperation are to promote cooperative research and to facilitate the international exchange of ideas. The modes of cooperation will include:
  - a. Develop relations of cooperation on matters of common interest, particularly focusing on research, study, and education relating to the phenomena of international migration;
  - Exchange of information and collaboration for the placement of Bush School graduate students in the internship program of the Organization of American States ("OAS"), if possible in the SARE of the GS/OAS;
  - c. Visits by current staff members of the SARE of the GS/OAS, subject to availability and resources, to the Texas A&M University campus for research, lectures, and/or special events;
  - d. Visits by current Texas A&M faculty, staff, and graduate students, to the GS/OAS offices and program in Washington, D.C. or to the National Offices of the GS/OAS located in Member States of the OAS, as opportunities for policy analysis on immigration and social inclusion issues, collaboration, or research may arise, and subject to the availability of persons and resources of both Parties;

- e. Possibility of co-sponsoring events of mutual interest at Texas A&M facilities and elsewhere that concern matters of migration, and other topics relating to social inclusion and external affairs;
- f. Development and implementation of cooperative research and applied policy programs; and
- g. Any other activities of interest that the Parties may develop or that may arise.
- 2. To achieve the goals of this cooperation, insofar as the means and availability of each Party allows, the GS/OAS and the Bush School will: a) promote institutional exchange by inviting Bush School faculty and researchers and/or staff members of the GS/OAS to participate in the relevant activities of each institution; b) coordinate the selection of graduate students of the Bush School for study and/or research at SARE on terms to be agreed between the GS/OAS, Bush School and students; c) organize symposia, conferences and meetings on relevant issues; d) carry out joint research programs; and e) to the extent that the policies of confidentiality of each Party allows, exchange information pertaining to any agreed-upon research and policy areas.
- 3. Prior to the initiation of any particular project or activity, the specific terms of cooperation for the project and/or exchange must be discussed and agreed upon in writing by the appropriate responsible representatives of the GS/OAS and the Bush School.
- 4. Without prejudice to what the GS/OAS and the Bush School may provide in any supplementary agreement entered into pursuant to this MOU for the initiation of a particular project or activity, this MOU in and of itself does not create obligations of a financial nature for either Party.
- 5. To the extent applicable and without prejudice to the privileges and immunities referenced in Article 13 below, the GS/OAS and the Bush School shall comply with international and local country anti-bribery and anti-corruption laws, decrees, and regulations.
- 6. The Parties shall not use or otherwise disclose information provided by the other Party (disclosing Party) that has been identified in writing by the disclosing Party as confidential except: (1) as necessary to carry out the responsibilities described in this MOU; (2) as expressly permitted by the disclosing Party in a separate writing; or (3) as required by applicable law. The Bush School shall not, however, disclose any such information pursuant to applicable law without first

notifying the GS/OAS, in order to give the GS/OAS the opportunity to assert its privileges and immunities.

- 7. The rights, protection, and use of any intellectual property arising out of a research or other project shall be addressed in the written agreement of the relevant project.
- 8. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MOU is the SARE and the Coordinator is Mrs. Betilde Muñoz, the Director of Social Inclusion. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the Organization of American States
Secretariat for Access to Rights and Equity
Department of Social Inclusion
Betilde Muñoz Pogossian
1889 F Street, N.W.
Washington, D.C. 20006
United States of America

Tel.: (1-202) 370-9046

Electronic Mail: bmunoz@oas.org

The dependency responsible within Texas A&M University for coordinating the activities under this MOU is the Bush School of Government and Public Service, and the Coordinator is Mr. Raymond Robertson, (IZA Research Fellow). Notifications and communications should be directed to the Coordinator at the following address, fax and electronic mail:

Texas A&M University
Bush School of Government and Public Service
Raymond Robertson
4220 TAMU
College Station, Texas 77843-4220
United States of America

Tel.: 979-862-3469

Electronic Mail: robertson@tamu.edu

- 9. The Parties agree that in the course of implementing this MOU, they will not engage in unlawful discrimination on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin or disability.
- 10. Amendments to this MOU may be made at any time after consultation and agreement between the GS/OAS and Texas A&M. Any such amendment must be made in a writing that references this MOU and is signed by the Parties.
- 11. This MOU will remain in force for a period of three (3) years from the date it is fully executed. Prior to the expiration date, the MOU may be reviewed for possible renewal for an additional five (5) year period. In addition, either Party may terminate the MOU prior to its expiration by providing the other Party with six (6) months' prior written notice. In this case, persons already approved as exchange participants will be allowed to complete their exchange visits under the conditions specified in the relevant agreement.
- 12. Neither Party shall, without first obtaining the written consent of the other Party, advertise or otherwise use the other Party's name or any of its logos, trademarks, or service marks in any publication, public relations communications, or other public communication.
- 13. Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS, or of the GS/OAS, in accordance with the OAS Charter, relevant agreements, applicable national law, and the general principles and practices of international law. GS/OAS expressly acknowledges that Texas A&M, including the Bush School, is an agency of the State of Texas and nothing in this MOU will be construed as an express or implied waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by the laws of Texas.
- 14. This MOU shall not be construed as creating any legally binding rights or obligation on the part of either Party and shall not be enforceable in law or equity in any court or tribunal for any purpose.
- 15. The Parties agree to attempt to resolve any dispute that arises in connection with the application or interpretation of this MOU through direct negotiation between the Parties. Any dispute in connection with any writing signed by the Parties under Article 3 shall be resolved in accordance with the terms of that writing.

## 16. Articles 5, 13, 14 and 15 shall survive the expiry or the termination of this MOU.

The duly authorized representatives of Texas A&M University and the General Secretariat of the Organization of American States have executed this MOU, as of the date indicated below.

**TEXAS A&M UNIVERSITY** 

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

By:

Dr. Michael 7. Stephenson

Vice Provost for Academic Affairs &

Strategic Initiatives

Date:

By: \_\_\_\_\_\_ Luis Almagro

Secretary General

Date: 108/30/19