



MEMORANDUM OF UNDERSTANDING

between

NEW JERSEY CITY UNIVERSITY, New Jersey, USA

and

FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA, Mexico

This Memoranda of Understanding (“MOU”), dated **November __ 2025**, is between **New Jersey City University**, an institution of higher education duly constituted and existing under the laws of the State of New Jersey and having its address at 2039 JF Kennedy Blvd, Jersey City, New Jersey, USA (hereinafter referred to as NJCU) and **Fundación Universidad de las Américas, Puebla**, an institution duly constituted and existing under the laws of the Mexican Republic and having its address at Ex Hacienda Santa Catarina Mártir (without number), ZIP Code 72810, San Andrés Cholula, Puebla, Mexico (hereinafter referred to as UDLAP) (individually “Party” or “Institution”; together “Parties” or “Institutions”).

The Parties hereby agree as follows:

I. SCOPE AND FIELDS OF ACADEMIC COOPERATION

NJCU and UDLAP have a common purpose in the development and dissemination of knowledge, the promotion of international understanding, the enhancement of educational and academic opportunities for both institutions and their students and staff, and the provision of services to their respective communities.

UDLAP is accredited by the Southern Association of Colleges and Schools – Commission on Colleges (SACSCOC) to award Bachelor, Master and Doctorate degrees. NJCU is not accredited by SACSCOC and the accreditation of UDLAP does not extend to or include NJCU or its students. NJCU is accredited by the Middle States Commission on Higher Education and the accreditation of NJCU does not extend to UDLAP,

Both Institutions acknowledge that this MOU has no economic or financial aims; therefore, they will seek to enhance collaboration within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, through the implementation of the following programs and activities, which may include, but shall not be limited to:

- Student, academic and/or administrative exchange.
- Direct Study Abroad.
- Double degrees.
- Exchange of publications, reports, and other academic materials and information.
- Joint research activities and publications.
- Organization of conferences, colloquia, symposia, seminars or other academic meetings.
- Joint organization of special technical or administrative programs.
- Production and delivery of courses and programs.
- Any other program or activity deemed necessary or advisable for the best performance of this MOU.

Both Institutions understand and agree that the terms and conditions of any agreed-to program and/or activity contemplated under this MOU shall be subject to a separate executed written agreement(s), to be negotiated and agreed upon by both Institutions.

The Institutions acknowledge that these future agreements should contemplate the following aspects, which may include, but shall not be limited to:

- Objectives and activities to develop.
- Necessary human, technical, material and financial resources.
- Schedule.
- Evaluation mechanisms.
- Procedures for joint publications.
- Information of contact.
- Specific commitments of each institution.
- Intellectual property.
- Any other information deemed necessary.

Any such agreement will reference this MOU. Further addenda may be developed at any time but must be in writing and signed by each Institution's respective legal representatives.

The Institutions agree to designate, on behalf of each of them, a coordinator whose responsibility will be to supervise the execution of this MOU and to draw up the programs and/or activities to be implemented under this MOU. For this purpose, the coordinator for UDLAP is the Manager of International Affairs, **Diego de Jesús Lastiri Soria, B.A.**, and for NJCU the coordinator is the Executive Director of the Guarini Institute for International Education and Economic Mobility, **Adrián Franco, PhD.**



II. TERM AND TERMINATION

This MOU shall take effect on and from the date of execution and shall be effective for three (3) years, beginning on the previously indicated signature date, unless otherwise modified or terminated. Either Institution may terminate this MOU by giving the other party 30 days written notice. The termination of this MOU will not affect the validity of any separate agreement executed by the Parties as a result of this MOU.

III. MARKETING AND USE OF NAMES

Each Party shall obtain prior written consent from the other Institution before using the other's name, logo, or trademarks in any press release, advertisement, or promotional materials and will be subject to a separate written agreement.

Both Institutions agree that the intellectual property rights of each Institution, such as trademarks, trade names, slogans, logos, designs, among others, are and remain that Institution's sole property.

This MOU shall not be interpreted as an instrument of transfer, licensing, sale, donation, or any other form of transmission of such property in favour of the other Institution.

Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other enter, into any contract, warranty, statement, commitment or representation as to any matter. Neither Party shall be bound by or liable for the act of the other.

IV. JOINT PROPERTY

The Institutions agree that any intellectual property rights arising/derived from or in connection with this MOU, and through the joint and collaborative efforts of the Institutions, shall be subject to specific terms and conditions detailed in a separate written agreement by the Institutions on an as-needed case-by-case basis.

V. CONFIDENTIALITY

The Parties agree and acknowledge that meeting their commitments under this MOU may involve exchanging confidential information. Each Party understands that it shall not disclose at any time, to any person, any confidential information of the other Party unless legally required to do so. In the future, if the Parties determine that the exchange of confidential information is required, the legal rights and obligations of the Parties, as applicable, shall be delineated through separate agreements on a case-by-case basis.



VI. STIPULATIONS

It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between NJCU and UDLAP. Each of the Parties to this MOU shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither Party hereto, nor their respective employees, shall be construed to be the agent, employee or representative of the other.

This MOU does not: constitute or create, and may not be deemed to constitute, a legally binding document; give rise to any legal relationship between the Parties; or create any enforceable rights or duties between the Parties. Nothing in this MOU obliges a Party to: incur any cost or expense; undertake any work; or take any action. Neither Party shall be liable for the actions of third parties who may participate in the activities described in this MOU.

This MOU is executed in English. The Parties agree that if this MOU is translated into any other language, the version of this MOU that is executed in English will prevail to the extent of any inconsistency.

Each Party will bear its own costs associated with the negotiation, preparation and execution of any future agreement. No funds are committed in this MOU. All agreements contemplated by this MOU shall be at the sole discretion of the Parties to determine and based on the availability and appropriation of funds.

VII. NO WAIVER

The waiver or failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

VIII. ASSIGNMENT

The duties and obligations of each Institution shall be deemed personal and unique. Except with respect to Kean University in the event of a merger between it and NJCU, this MOU and the duties and obligations of the Parties hereunder shall not be assigned, transferred or otherwise disposed of to any other person, firm, corporation or other third party without the prior written consent of the other Party.

IX. POTENTIAL MERGER

NJCU and Kean University are engaged in discussions regarding a potential merger and have signed a Definitive Agreement, effective October 1, 2025. In the event this merger



occurs during the term of this MOU or any renewal term, Kean University shall have the right to terminate this MOU with thirty (30) days' written notice.

X. NOTICE

Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered in person, sent by registered or certified mail or by courier, facsimile or e-mail (which shall be acknowledged by the other Institution) to the Institutions at the addresses, facsimile numbers and email addresses as set forth below:

NJCU

Att: **Adrián Franco, PhD**
Executive Director
Guarini Institute of International
Education and Economic Mobility
New Jersey City University
2039 JF Kennedy Blvd.
Jersey City, New Jersey 07305 USA
Phone: (1) 201-200-362
Email: afranco@njcu.edu
Email: soconnor@njcu.edu
Email: mdelosrios@njcu.edu

UDLAP

Att. **Diego de Jesús Lastiri Soria, B.A.**
Manager of International Affairs
Fundación Universidad de las Américas,
Puebla
Ex Hacienda Santa Catarina Mártir S/N
C.P. 72810 San Andrés Cholula, Puebla
Mexico
Phone: +52 2222293197
Facsimile: +52 2222293169
Email: udla.internacional@udlap.mx

XI. MISCELLANEOUS

The Institutions acknowledge that all exchanges of academic/administrative staff and/or students will be subject to compliance with the entry and visa regulations of the Mexican Republic and the United States of America, along with the respective Institutional requirements with respect to staff and students.

The Parties agree that this MOU will be interpreted under New Jersey law.

This MOU is not intended to be legally binding. It merely expresses the intentions and understanding of the Institutions which will form the basis of any legally binding agreement to be drafted and executed in the future.

Neither Party shall be liable for the actions of the other Party or any third parties who may participate in the activities described in this MOU.



Both Institutions hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or agreements with any third party without reference to the other Institution.

Any disputes arising under this MOU shall be resolved through good-faith negotiations between the Parties and shall create no legal cause of action in any forum.

This MOU constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this MOU.

The implementation of this MOU, and any activity undertaken pursuant to this MOU, will be in accordance with the respective applicable laws, regulations, rules, procedures, mechanisms, programs, or policies applicable to the Parties and the jurisdiction governing the operation of the Parties.

This MOU does not constitute a waiver by either Party of Sovereign Immunity.

In witness thereof, the Institutions have caused this MOU to be executed by their authorized representatives, on the date indicated in the preamble to this MOU.

NEW JERSEY CITY UNIVERSITY Jersey City, New Jersey, USA	FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA Cholula, Puebla, Mexico
<hr/> Andrés Acebo President	<hr/> Mónica Ruiz Huerta, M.A. Legal representative
<hr/> Adrián Franco, Ph.D. Executive Director Guarini Institute of International Education and Economic Mobility	<hr/> Dianalicia Gayosso Alcalde, Ph.D. Legal representative

	<p>_____</p> <p>Luis Enrique Lara Álvarez, M.A. Managing Director Department of Student Recruitment and Alumni Relations</p>
	<p>_____</p> <p>Diego de Jesús Lastiri Soria, B.A. Manager of International Affairs</p>
<p>As witness by:</p>	<p>_____</p> <p>Felice K. Vázquez, Esq. Chancellor of International Campuses Kean University</p>
<p>As witness by:</p>	<p>_____</p> <p>Philip D. Murphy Governor, State of New Jersey</p>
<p>Place and Date: Mexico City, Mexico on November __, 2025</p>	