

MEMORANDUM OF UNDERSTANDING
between
THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN
and
FUNDACIÓN PRIVADA CENTRO DE ESTUDIOS INTERNACIONALES

The Secretariat of the Union for the Mediterranean, hereinafter referred to as "UfMS", with official address and main office at Palacio de Pedralbes, Calle Pere Duran Farell 11, 08034 Barcelona (Spain), represented by Mr. Nasser Kamel, Secretary General,

of the one part, and

Fundación Privada Centro de Estudios Internacionales, hereinafter referred to as "FCEI", with official address and main office at Avenida Vallvidrera, 25, 08017 Barcelona (Spain), represented by Mr. Àngel Pes Guixà,

on the other part,

Both abovementioned hereinafter collectively referred to as "parties" or individually as "party".

Whereas the Union for the Mediterranean (UfM) is the intergovernmental Euro-Mediterranean organization that brings together all 27 countries of the European Union and the 15 countries from the Southern and Eastern Mediterranean. The UfM provides a forum to enhance regional cooperation and dialogue, as well as the implementation of concrete projects and initiatives with tangible impacts on citizens, with an emphasis on young people, to address the three strategic objectives of the region: stability, human development, and integration.

Whereas the Secretariat of the Union for the Mediterranean (UfMS) is the platform to operationalize decisions taken by the Member States, implementing strategic regional projects through a specific methodology based on dynamic multi-partner networks and the exchange of best practices and innovative tools.

Whereas FCEI was founded by the Foreign Affairs and Cooperation Ministry, *Universitat de Barcelona* and *Caixa d'Estalvis i de Pensions de Barcelona "la Caixa"*. Its covered fields of action are education and research. In addition, the Foundation aims to promote the debate around international relations, as well as around the relationship among the labor market, the diplomatic sector, and the academic world.

Whereas the parties signed on 7 November 2016 a Memorandum of Understanding "MOU" establishing the framework for institutional collaboration with the aim of fostering activities and relations in areas of mutual interest, first and foremost related to activities of promotion, dialogue, education, and research.

Whereas the parties agreed on the same date and in a separate agreement "original Agreement", which was attached to said MoU as Annex I, the specific activities that would develop the MoU and translate their collaboration into concrete actions. The original Agreement was set to last for 5 years, i.e., until 6 November 2021.

Whereas the parties, wishing to continue their collaboration to achieve their common objectives, have in view of the expiration of the original Agreement expressed their desire to enter this new MoU for a further period of 3+3 years.

NOW THEREFORE, the parties within the framework of their respective mandates, regulations, and rules, have agreed as follows:

Section 1 Purpose and Scope

1. This Memorandum of Understanding ("MOU") establishes bilateral cooperation between FCEI and the UfMS.
2. The parties will further develop and strengthen bilateral cooperation concerning areas of common interest, notably in the fields of higher education and research, particularly in areas related to academic education, vocational training, regional dialog promotion and the fostering of women empowerment.
3. A work plan to carry activities in these areas to be developed by the parties. Cooperation between the parties will include the following:
 - i. The joint organization of workshops, conferences, congresses, and educational seminars of interest to both institutions.
 - ii. The possibility for the UfMS staff members to participate in FCEI academic programs. The parties will establish a formal procedure for the selection, orientation, and recommendation of participants at academic programs.
 - iii. The possibility for the UfMS Secretary General to participate in FCEI program "Aula Internacional" as a guest speaker.
 - iv. The possibility for FCEI to contribute to the UfMS activities where the UfMS bears the economic cost.
 - v. The possibility for FCEI to contribute to the UfMS research activities of interest for the UfMS where the UfMS bears the economic cost.
 - vi. The possibility for FCEI students to do a 6-month internship at the UfMS headquarters, if selected in accordance with the UfMS internal procedures and regulations.
 - vii. The possibility for FCEI students to visit of the UfMS headquarters in Barcelona within the context of one of FCEI's academic program.
 - viii. Other similar activities as agreed by the parties.

Section 2 Consultations

1. The parties shall hold regular consultations on issues and activities of importance for the purposes of furthering and facilitating the achievement of their common objectives and of ensuring the greatest possible coordination of activities with a view to creating synergies and maximizing mutual support. The date and form of such consultations shall be agreed between the parties.
2. The contact person at the UfMS in charge of managing any aspect of the agreement shall be:

Name: Marc Sánchez
Email: marc.sanchez@ufmsecretariat.org
3. The contact person at FCEI in charge of managing any aspect of the agreement shall be:

Name: Laura Mas Maestre, Executive Director.
Email: laura.mas@ceibcn.com

Section 3

Duration

This MOU is concluded for a period of three (3) years from the date of its entry into force, and it will be automatically extended for new subsequent periods of three (3) years, unless terminated in accordance with Article 11 below.

Section 4

Procedure

1. The parties will meet yearly to oversee the development of the cooperative work plan.
2. For the better implementation of this MOU, the parties will identify focal points and will communicate to each other their names and titles. A party may modify its focal point upon written notice to the other party.

Section 5

Administrative Nature

1. This MOU is not intended to create legal relations between the parties or to impose formal obligations on them. No provision on this MOU will be construed to interfere in any way with the independent decision-making autonomy of each one of the parties regarding their respective affairs and operations. Nothing in this MOU is intended to run counter to or modify the terms of each party's specific mandates or their statutory rules and provisions.
2. This MOU sets forth principles and guidelines by which the parties intend to engage in an institutional collaboration. Nothing in this MOU shall be construed to impose financial obligations to a party as regards payments to the other. Each party will be responsible for the costs of its performance hereunder.

Section 6

Cost of financing

1. Appropriate mechanisms for sharing the costs with the implementation of activities, projects or programmes under this MOU will be determined on a case-by-case basis in accordance with the applicable financial rules and regulations of each party.
2. This MOU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of each party, as they may be applied to the activities covered by this MOU.

Section 7

Visibility and Documentation

1. The parties will give strong visibility to their partnership and respective contributions in future cooperation.
2. The parties shall cooperate in the maintenance of each party's trademarks and logos. The use of the other party's names or logos shall not imply any exclusive arrangement. It is the intent of the Parties to link mutual information and, if any, co-branded newsletters, and modules to drive traffic to the other party pages.

Section 8

Non-disclosure

Any exchange of information among the parties and all activities undertaken pursuant to this MOU shall be consistent with their respective policies and procedures on disclosure of information.

Section 9
Limitation of Liability

Any joint activity carried out by FCEI or the UfMS pursuant to this MOU must be consistent with the policies, rules, and regulations of the respective party. In no event will either party be liable to the other under any theory of liability, however arising, for any costs of cover or for direct, indirect, special, incidental, or consequential damages of any kind arising out of this MOU.

Section 10
Non-Exclusive Nature

This MOU does not grant exclusivity to either party. Neither party is restricted from participating in similar initiatives with other public or private agencies, organizations, or individuals.

Section 11
Entry into force, Amendment and Termination

1. This MOU shall enter into force upon its signature by the authorized representatives of FCEI and the UfMS.
2. Any change to the provisions included in this MOU shall be agreed by the parties and noted in an addendum, which shall be considered as an integral part of this MOU.
3. This MOU may be terminated by either party upon three months advance written notice to other party. This period shall commence as from the date of receipt of the notice of termination. In such case, the parties shall take any necessary action for the orderly conclusion of ongoing activities to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MOU. Any issues arising out of the termination of this MOU, including the right to and transfer of any materials and products in-progress shall be negotiated and agreed upon in writing by the parties.

IN WITNESS WHEREOF, the undersigned being duly authorized representatives of FCEI and the UfMS, respectively, have signed, in two original copies, each in the English language, both of which being equally authentic texts.

For FCEI,

Mr. Àngel Pes Guixà
Director of FCEI

Date:

Place:

For the UfMS,



Mr. Nasser Kamel
Secretary General

Date: 21 JUN. 2022

Place: BARCELONA



Secretariat of the Union for the Mediterranean
Secrétariat de l'Union pour la Méditerranée