MEMORANDUM OF UNDERSTANDING
Between
Covenant University
and
Fayetteville State University

THIS MEMORANDUM OF UNDERSTANDING is made this ___ day of __________ , 2013 between COVENANT UNIVERSITY (CU) of Km. 10 Idiroko Road, Canaan Land, Ota, Ogun State, Nigeria and FAYETTEVILLE STATE UNIVERSITY (FSU) of 1200 Murchison Road, Fayetteville, NC 28301-9974, USA. Covenant University, represented by its Vice Chancellor and Fayetteville State University, represented by its Chancellor.

Covenant University and Fayetteville State University are jointly referred to as the “parties.”

WHEREAS

1. The parties conduct programs and activities in basic and applied research, education and training, and technology and information transfer, and have the capabilities and expertise to conduct programs and activities of interest and potential benefit to the other;

2. The parties agree to establish and conduct mutually agreed-upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each University;

3. In furtherance of the above, the “parties” intend to facilitate all exchanges and cooperative initiatives between the two universities in the areas in instruction; faculty, staff, and student exchanges; and basic and applied research;

4. In furtherance of the above, the parties recognize that implementation of any agreement will depend upon the availability of financial resources and upon the academic interests and expertise of individual colleges/schools/departments/faculty members. Accordingly, joint institutional goals will be accomplished in accordance with separately negotiated Memoranda of Understanding;

5. That a variety of cooperative approaches shall be employed, such as:

a) Exchange of undergraduate and graduate students: Students are expected to purchase appropriate medical insurance as required by the hosting institution to participate in the exchange program. Each university will assist students in making arrangements for accommodations and the student will be responsible for all associated housing costs;
b) Exchange of faculty members: Each host university will assist faculty in making arrangements for suitable housing. Appropriate health insurance will be made available by each institution for its faculty to assure sufficient medical care for the duration of the visit. Purchase of such insurance is not provided as a function of this agreement. Staff and students on the exchange program shall abide by the organizational culture and values of the institution and shall be expected to subscribe to understand the vision of the university;

c) Technical assistance and/or training: Exchange of technical staff for training and assisting in research will be collaborative;

d) Development of joint research projects and solicitations for funds from both Nigeria and U.S.A. funding agencies; and

e) Other cooperative efforts may be set forth in separate memoranda of agreements as may be arranged.

OBJECTIVE OF THE PROGRAM

6. That the initial focus of this partnership agreement will be upon the:

a) Development of faculty/student exchange programs; and

b) Development of joint research projects between the two universities in areas deemed compatible.

IT IS ALSO HEREBY AGREED

7. That the financial and/or funding considerations shall become a specific subject of discussion and agreement within the framework of a separate agreement negotiated at the university/college/school/department level. No financial commitment whatsoever is intended or implied of either signatory to this document:

a) That the results obtained from any research or studies jointly conducted may not become an independent endeavor of either university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities;

b) That the specific objective to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities. FSU and CU do hereby agree to invite delegations consisting of administrators and faculty members to visit the campus of the host institution for periodic evaluations of the MOU and specific objectives. The sending institution will pay for the cost of transport for its personnel to the other institution. The sending and
host institution will mutually agree upon cost and payment for accommodations prior to the visit of a delegation.

c) The number of exchange students for each academic year should be mutually agreed-upon by both parties;
d) The length of study time of exchange students at the host institution should be mutually agreed-upon by both parties;
e) Both parties do hereby agree to accept transferred credit from courses taken at the hosting institution that have been approved by the sending institution as having content equivalent to the courses taught at the sending institution. Each party will determine the amount of transfer credits to be awarded at the home institution for the exchange student;
f) Exchange students will be responsible for paying tuition and fees of the host institution. The cost of tuition and fees will be agreed upon in advance by both institutions.

g) Both parties do hereby agree to provide assistance to the exchange students regarding arrangement of accommodations. The charges for room and board on campus will be agreed upon in advance by the institutions prior to the student exchange and will be paid by the student to the host institution;
h) Exchange students are responsible for their own book costs, medical cost, and other expenses that may arise during their stay at the hosting institution. Exchange students will also be responsible for their international and local travel expenses.

DURATION

8. That this Memorandum of Understanding will be in effect for three years, subject to revision or modification by mutual agreement. It is also understood that either institution may terminate the agreement at any time by giving a notice in writing to the other party at least six (6) months in advance. It is assumed that such action would be taken only after mutual consultation in order to minimize potential inconvenience to the other party.

DISPUTE RESOLUTION

9. In the event of any dispute emerging, the Parties shall make best efforts to solve the problem amicably and promptly between themselves.
10. That the parties to this Memorandum of Understanding shall be bound by the terms and conditions of this agreement. Nothing therefore, shall diminish the full autonomy of either institution, nor may any constraint be imposed by either upon the other.

IN WITNESS WHEREOF the parties through their authorized representatives have executed this agreement on the day and year first above written.

THE COMMON SEAL of the within named COVENANT UNIVERSITY was hereunto affixed in the presence of

[Signature]

Charles Korede Ayo
Vice Chancellor
Covenant University

Date: 4-22-2013

THE COMMON SEAL of the within named FAYETTEVILLE STATE UNIVERSITY was hereunto affixed in the presence of

[Signature]

James Anderson, PhD
Chancellor
Fayetteville State University

Date: 4-18-2013