

MEMORANDUM OF UNDERSTANDING
Between
St. George's University, Limited
And
Fayetteville State University

WHEREAS: St. George's University, Limited (SGU) located in St. George's, Grenada and Fayetteville State University (FSU) located in Fayetteville, North Carolina conduct programs and activities in education and training, and basic and applied research;

WHEREAS: Each university has capabilities and expertise to conduct programs and activities of interest and potential benefit to the other;

NOW, THEREFORE: SGU, represented by its Chancellor, and FSU, represented by its Chancellor, have agreed, by the following terms, to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each institution.

TERMS:

1. This Memorandum of Understanding (MOU) is intended to facilitate exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.
2. The areas of initial interest for collaboration are listed below:
 - a) Management Information Sciences
 - b) The pre-medical program
 - c) Criminal Justice
 - d) Online courses leading to the BSN degree
 - e) Online courses in Caribbean Literature
 - f) Summer Study Abroad program

Other areas will be developed, by mutual consent of the parties, as the need arises.

3. Both parties recognize that implementation of any agreement regarding cooperative initiatives will depend upon the availability of financial resources of the respective universities and upon the academic interests and expertise of individual colleges/schools/departments/faculty members. Accordingly, joint institutional goals will be accomplished in accordance with a separately negotiated agreement for each cooperative initiative.
4. A variety of cooperative approaches shall be employed, such as:
 - 4.1 Exchange of undergraduate and graduate students: Students will be required to purchase appropriate medical insurance as required by the hosting institution to

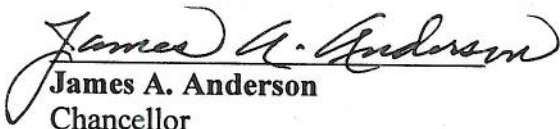
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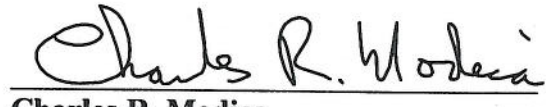
participate in the exchange program. Each university will assist students in making arrangements for accommodations, but the students will be responsible for all associated housing costs and other living expenses. The students will be responsible for all current tuition and fees payable to the hosting university that the students will be visiting. Note that the tuition/fees will not be subsidized by either university (hosting or visiting).

- 4.2 Exchange of faculty members: Each university will assist faculty in making arrangements for suitable housing for visiting faculty. Visiting faculty must demonstrate that they have sufficient medical insurance coverage for the duration of the visit. Neither the visiting nor host university will be responsible for the purchase of such insurance for the visiting faculty.
 - 4.3 Development of joint research projects and solicitations for funds from funding agencies may be undertaken by mutual consent of the parties.
 - 4.4 Other cooperative efforts may be set forth in separate agreements as may be arranged by mutual consent of the parties.
5. The financial and/or funding considerations shall become a specific subject of discussion 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.
6. The results obtained from any research or studies jointly conducted may not give rise to any endeavor independent of the other university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities.
7. Specific objectives to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations and reviews by appropriate authorities within the respective universities. SGU and FSU do hereby agree to invite delegations consisting of administrators and faculty members to visit the campus of the host institution for periodic evaluations and reviews of the MOU and specific objectives.
8. This Memorandum of Understanding will be in effect for five (5) years, subject to revision or modification by mutual agreement of the parties. Either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice. It is provided, however, that if any student or faculty is participating in an exchange program on the effective date of notice, then any such termination shall not be effective with respect to such student or faculty until the end of the scheduled duration of the exchange. Notwithstanding the ninety (90) day notice provision, either party may terminate this Agreement at any time, if the other party materially breaches this Agreement and such breach has continued for a period of ten (10) days after the receipt of written notice of the breach. Further, either party may terminate this Agreement immediately if the other party's license or permit to operate expires or is revoked, repealed, suspended or placed on probation by any governmental or governing agency.

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.



James A. Anderson
Chancellor
Fayetteville State University
Fayetteville, North Carolina


Charles R. Modica
Chancellor
Saint George's University
Grenada, West Indies

Date: 10-21-09

Date: November 12, 2009

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

BY: 

DATE: November 5, 2009

SGGC#: SG-CL-AFU-UG-114