

MEMORANDUM OF UNDERSTANDING
Between
Fayetteville State University
And
State Higher Vocational School in Krosno
(Państwowa Wyższa Szkoła Zawodowa w Krośnie)

This Memorandum of Understanding is made this 16th day of April 2009 between Fayetteville State University (FSU), a constituent institution of the University of North Carolina, with its principal place of business at 1200 Murchison Road, Fayetteville, NC 28301, and the State Higher Vocational School in Krosno (KSC), with its principal place of business at Rynek 1, 38-400 Krosno, Poland. FSU and KSC conduct programs and activities in basic and applied research, education and training, and technology and information transfer. Each institution has capabilities and expertise to conduct programs and activities of interest and potential benefit to the other. FSU and KSC agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each institution. Fayetteville State University, represented by its Chancellor, and the State Higher Vocational School in Krosno, represented by its Rector, have agreed to the following terms:

1. That this Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between the two institutions in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.
2. That both parties recognize that implementation of any agreement regarding specific cooperative initiatives will depend upon the availability of financial resources and upon the academic interests and expertise of individual colleges/schools/departments/faculty members. Accordingly, joint cooperative initiatives will be accomplished in accordance with separately negotiated agreements.
3. That both parties do hereby agree to encourage their students and faculty to participate in both short and long term exchange programs. The following cooperative agreements shall be employed:
 - 3.1 **One-to-one student exchange:**
 - 3.1.1 The number of exchange students and the length of studying time of each exchange student at the host institution should be mutually agreed upon by both parties.
 - 3.1.2 Student Admission Requirements

- A) KSC students must be currently enrolled in any KSC undergraduate degree program with good academic standing. FSU students must be enrolled in any undergraduate or graduate degree program with good academic standing.
- B) KSC students must meet all admission and registration requirements for international students, as described in the current FSU undergraduate catalog. KSC undergraduate students must have a TOEFL score at or above the minimum requirement set by FSU before being admitted to FSU. FSU students must meet all admission and registration requirements for international students, as described in the current KSC undergraduate catalog. FSU students can take any course taught in English. If FSU students wish to take courses taught in Polish at KSC, they will have to demonstrate proficiency in that language.
- C) KSC students must comply with the necessary entry and visa regulations to study in the United States as established by the U.S. Citizenship and Immigration Service. FSU students must comply with the necessary entry and visa regulations to visit Poland as established by the Polish Government. KSC and FSU will endeavor to assist the participating exchange students to obtain the proper visa documents.

3.1.3 Applications

- A) Students who wish to participate in the exchange program should submit applications to the Study Abroad Program Advisor or other designated international exchange program official of their home institution.
- B) The home institution international exchange program official shall forward the approved applications to the host institution before the application deadline set by the host institution. Both parties do hereby agree to expedite all applications from the other party and assist in resolving any individual questions or problems that might arise regarding the application and/or registration process, subject to published deadline dates.
- C) The host institution's admission and international exchange program officials shall arrange for appropriate review and selection of applicants and shall notify successful candidates via the home institution international exchange program official as promptly as possible.
- D) Both parties do hereby agree to provide academic and life advice to students. The host institution international exchange program officials and the program liaison of this exchange program will direct the students to the appropriate offices for academic advice and their living arrangements while enrolled at the host institution.

3.1.4 Registration

Students will receive orientation and registration material from the host institution admission and international exchange program officials with instructions on how to proceed through the registration procedures of that institution.

Records for exchange students will be the same as those used with students of the host institution. An official transcript of course works and grades will be mailed to the home institution international exchange program official after the exchange student completes his/her study so that credits can be appropriately transferred.

3.1.5 Both parties do hereby agree to accept the transferred credits from the courses taken at the host institution that the home institution identifies as having content equivalent to the courses taught at the home institution. Each party will determine the amount of transfer credits to be awarded at the home institution for the exchange student.

3.1.6 Both parties do hereby agree that on the basis of a one-to-one exchange, exchange students shall pay tuition, fees, room and meal plan to their home institution and be enrolled at their home institution, and shall not be charged an application fee, tuition, fees, room and meal plan by the host institution. The number of students exchanged and the length of stay must be balanced in every semester. However, if the number of students or length of stay is not equivalent, the two parties will establish a specific agreement regarding tuition, fee, room and meal plan charges prior to the student exchange.

3.1.7 KSC students are responsible for any travel and personal expenses, including airfare, other necessary housing accommodation and meals during breaks when the student dormitory is closed, local transportation and healthcare insurance as well as expenses for books and supplies, while in the U.S. In order to ensure that KSC students have health insurance valid in the U.S., all KSC students are required to participate in FSU's International Student Health plan or to provide evidence of satisfactory health insurance coverage for the duration of their enrollment at FSU. FSU students are responsible for any travel and personal expenses, including airfare, other necessary housing accommodation and meals, local transportation and healthcare insurance as well as expenses for books and supplies while in KSC. In order to ensure that FSU students have health insurance valid in KSC, all FSU students shall be required to participate in the KSC Student Health Plan or to provide evidence of satisfactory health insurance coverage for the duration of their enrollment at KSC.

- 3.1.8 This agreement will be subject to annual review at both institutions. Either party may terminate this agreement at any time by giving a notice in writing to the other party at least six (6) months in advance. If either party ends this agreement ahead of time for whatever reasons, both parties shall be responsible for the education and cultivation of those students who are enrolled in this program at the time of termination according to this agreement until all the cultivation tasks are fulfilled, and the corresponding degrees are granted.
- 3.1.9 Exchange students are subject to the rules and regulations of the host institution during the period of exchange or visit. Exchange students shall be accorded the same rights and have the same duties as those of regular students at the host institution.

3.2 Exchange of faculty members:

- 3.2.1 FSU Faculty and KSC Faculty will be encouraged to participate in exchanges and to develop mutually beneficial research interests.
- 3.2.2 The number of exchange faculty members and the length of working time of each exchange faculty member at the host institution should be mutually agreed upon by both parties.
- 3.2.3 Faculty involved in the exchange, both to conduct research and to teach, must be nominated by the home institution and approved by the host institution, in each case, faculty member must submit curriculum vitae, as well as a research/teaching proposal. The host institution will designate a division and local colleagues to work with the exchange faculty. The host institution will provide exchange faculty with administrative as well as academic support.
- 3.2.4 Both parties do hereby agree to provide the exchange faculty with opportunities for knowledge upgrading and research. Both parties do hereby agree to provide the exchange faculty with possibilities of teaching assignments based on his/her academic qualification and language proficiency. The detailed stipend or salary should be negotiated by FSU and KSC prior to the faculty exchange. Specific details regarding teaching and research will be agreed upon by FSU and KSC prior to the faculty exchange.
- 3.2.5 Exchange faculty members may audit courses for no earned credit at either institution. At FSU, a fee of \$10.00 per credit will be charged for audited courses.

- 3.2.6 Exchange faculty members are responsible for their own living expenses, book costs, medical care, and other expenses that may arise during their stay at the host institution. Exchange faculty members will also be responsible for their international and local travel expenses.
- 3.2.7 In order to assure that KSC or FSU faculty members have health insurance valid in the United States or Poland, all exchange faculty members shall be required to provide evidence of satisfactory health insurance coverage for the duration of their stay abroad.
- 3.2.8 Both parties do hereby agree to assist faculty in making arrangements for suitable housing and working conditions.
- 3.2.9 This Agreement will be subject to annual review at both institutions. Either party may terminate this agreement at any time by giving a written notice to the other party at least six (6) months in advance.

3.3 Joint research:

Joint research cooperative efforts may be set forth in separate individual agreements to address specific parameters that might involve intellectual property or joint ownership. Such projects will be negotiated on a case-by-case basis.

- 4. In order to discuss detailed matters and to transmit information, both universities will appoint a program liaison, who will act as the point of contact. Any notice to either party must be in writing signed by the party giving it, and shall be served either personally or by air courier to the following addresses:

FSU

Dr. Yunkai Chen or official designee
 Assistant Vice Chancellor for
 International Education
 Fayetteville State University

KSC

Dr. Wladyslaw Witalisz or official
 designee
 Deputy Rector for Development
 and International Cooperation
 State Higher Vocational School in
 Krosno

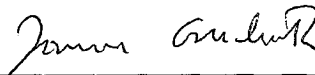
- 5. That no other financial commitment is intended or implied of either signatory to this document.
- 6. That specific objectives to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities. FSU and KSC 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 Memorandum of Understanding and specific objectives.

7. That FSU and KSC may not use the other's name, seal or other identifying or proprietary information in catalogues, advertising materials or anything else, unless the other has reviewed and approved of the proposed use in writing.
8. That this Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina, the United States of America. Both parties agree that the State of North Carolina has the exclusive jurisdiction in which to resolve any dispute under this agreement.
9. That this Memorandum of Understanding will be in effect for five (5) years, subject to revision or modification by mutual agreement. It is also understood that either institution may terminate the agreement at the close of any given semester. It is assumed that such action would be taken only after mutual consultation in order to minimize potential inconvenience to the other party to the agreement.
10. That such Memorandum of Understanding is intended to describe the nature and cooperative intentions of those institutions involved. This agreement shall not impact the full autonomy and independence of either institution.
11. That this Memorandum of Understanding constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties. This Memorandum of Understanding has been executed by each of the parties as of the date first written above.



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



Prof. ndzw. dr hab. Janusz Gruchała
Rector
State Higher Vocational School
Krosno, Poland

3-17-2010
Date

16.04.2010
Date