

MEMORANDUM OF UNDERSTANDING
Between
the University of the Western Cape
And
Fayetteville State University

The University of the Western Cape (UWC) located in Cape Town, South Africa and Fayetteville State University (FSU) located in Fayetteville, North Carolina conduct programs and activities in basic and applied research, education and training, and technology and information transfer. Each university has capabilities and expertise to conduct programs and activities of interest and potential benefit to the other. UWC and FSU agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each institution. The University of the Western Cape, represented by its Vice Chancellor/Rector, and Fayetteville State University, represented by its Chancellor, have agreed to the following terms:

1. That this Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between the two universities 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 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 institutional goals will be accomplished in accordance with a separately negotiated agreement for each cooperative initiative.
3. That a variety of cooperative approaches shall be employed, such as:
 - 3.1 Exchange of undergraduate and graduate students: Students must provide proof of adequate medical insurance as required by the hosting institution to participate in the exchange program. Each university will assist students to make arrangements for accommodations and the student will be responsible for all associated housing costs and other living expenses. The student will be responsible for all tuition and fees payable to the hosting university that the student will be visiting at the current rate. Note

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that the tuition/fees will not be subsidized by either university (hosting or visiting).

- 3.2. Exchange of faculty members: Each university will assist faculty in making arrangements for suitable housing. Faculty must ensure that they have sufficient medical insurance coverage for the duration of the visit. Purchase of such insurance is not provided as a function of this agreement.
- 3.3 Development of joint research projects and solicitations for funds from funding agencies may be undertaken.
- 3.4 Other cooperative efforts may be set forth in separate agreements as may be arranged.
4. That the initial focus of this partnership agreement will be upon the:
 - 4.1 Development of student exchange programs, and
 - 4.2 Development of joint research projects between the two universities in areas deemed compatible.
5. That 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. That 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. That 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. FSU and UWC 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.

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- 8. 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.
- 9. That such Memorandum of Understanding is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved, and to suggest guidelines for cooperation. Nothing therefore shall diminish the full autonomy of either institution, nor may any constraint be imposed by either upon the other.

James A. Anderson

James A. Anderson

Chancellor
 Fayetteville State University

B. P. O'Connell

B. P. O'Connell

Vice Chancellor/Rector
 University of the Western Cape

Date: *1-9-09*.....

Date: *16/6/2009*.....



My Commission Expires July 31, 2010
Terrence B. Robinson