



MEMORANDUM OF UNDERSTANDING

BETWEEN

ARKANSAS STATE UNIVERSITY – JONESBORO

AND

NORTH-WEST UNIVERSITY OF SOUTH AFRICA

This Memorandum of Understanding (“MOU”) between Arkansas State University – Jonesboro, an institution of higher education and an agency of the State of Arkansas, (hereinafter “ASU”) and North-West University of South Africa, acting by and through its Potchefstroom Campus (hereinafter “NWU”), is effective on this 14 date of December, 2015. The purpose of this MOU is to further promote mutual cooperation in higher education. To achieve the highest level of cooperation, the Parties agree to inform one another regularly about the curricular programs offered by each institution, and including but not limited to research seminars, scientific conferences, and symposia organized by each. The Parties will exchange documentation and publications issued from these activities.

The following general forms of cooperation will be pursued within fields that are mutually acceptable:

- a. Exchange of undergraduate and graduate students
- b. Exchange of faculty members and researchers
- c. Joint research activities

1. Student Exchange

Any exchange program for undergraduate or graduate students shall be administered through the Office of Global Initiatives at ASU and the International Office at the Potchefstroom Campus of NWU.

- A. **Number of Students:** Either party may request to send a maximum of three (3) students per academic year, with the actual number of students accepted to be decided by the host institution. However, this number may vary in any given year, provided a balance of exchanges is reached over a two year period.
- B. **Study:** Participating student applicants will register at the partner institution for one or two academic semesters, depending on the needs and goals of the individual student. Exchange balances will be calculated by semester (i.e., an academic year exchange will be counted as two separate exchanges).

Participating student applicants will be enrolled in their fourth (4th) year of study in the Wildlife Ecology Management and Biology degree program at their home institution, and must have a sufficient command of the language of instruction primarily used by the host

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institution to be eligible to participate in the exchange program.. Participating student applicants nominated by their home institution may be accepted by the host institution for exchange at the sole discretion of the host institution and provided that the respective Participating Student Applicant meets the host institution's admission requirements for exchange students.

Upon acceptance, Participating Students will be enrolled as full-time students at the host institution. Participating Students may enroll in the all courses offered by the host institution subject to usual host institution regulations and policies.

- C. Credit Transfer:** Any academic credit that the Participating Student receives from the host institution will be transferred to the home institution provided that the host institution's program of study has received prior approval by the appropriate authorities at the home institution.
- D. Tuition and Fees:** Participating Students will pay regular tuition and fees at their home institution. The host institution will waive tuition and fees for Participating Students under this Memorandum of Understanding.
- E. Accommodations:** Participating Students will pay room and board to the host institution and live on campus, pending availability of housing. In the event that no such housing is available, it shall be the responsibility of the Participating Student to obtain suitable housing. Expenses such as books, transportation, student health insurance fees and medical care, passports, visas and personal expenses are the responsibility of the Participating Student.
- F. Health Insurance:** Participating Students shall be solely responsible for acquiring appropriate accident and medical insurance, according to the regulations of the host institution.
- G. Procedure for Nomination of Student(s):** Each year by a written and mutually accepted deadline, the home institution will forward to the host institution a list of Participating Student Applicants nominated for exchange, and all appropriate documents. The host institution shall respond in writing within thirty (30) business days of receipt of the nominations to indicate which students, if any, are accepted into the exchange program.
- H. Immigration Document(s) Obligations:** Each host institution will issue the appropriate documents for visa purposes in accordance with current immigration laws for all those Participating Student Applicants who are accepted by the host institution under the terms of this Memorandum of Understanding. However, it is the responsibility of the individual Participating Student Applicant to obtain a visa in a timely manner.
- I. Additional Procedures:** Detailed procedures for implementing the exchange programs which are not prescribed in this Memorandum of Understanding will be discussed and decided upon by both institutions at the appropriate time, and documented, signed by representatives from both Parties. Any disagreements will be discussed and settled by representatives from both institutions.



2. Exchanges of Faculty and Researchers

- A. **Number of Faculty and Researchers and Term:** The Parties may engage in an exchange of Faculty and or Researchers for a period to be determined on a case-to-case basis. After the written mutual consent of the Parties, the host institution may invite faculty from the home institution for teaching and/or research visits.
- B. **Eligibility for Participation:** Exchange Faculty and Researchers must have a sufficient command of the language of instruction primarily used by the host institution to be eligible to participate in the exchange program.
- C. **Costs:** At the time of invitation, the Parties will determine funding responsibility related to travel expenses and living costs for Exchange Faculty and Researchers. Payment of salary for the Exchange Faculty or Researchers shall at all times remain the sole responsibility of the home institution.
- D. **Disclaimer of Employment by Host Institution:** This Memorandum of Understanding is an academic agreement between the Parties. Therefore, this agreement does not originate an employment relationship between the host institution and the Exchange Faculty or Researchers.
- E. **Insurance:** Each Exchange Faculty or Researcher must obtain medical insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for Exchange Faculty or Researchers.
- H. **Immigration Document(s) Obligations:** Exchange Faculty and Researchers shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, by issuing the appropriate documents for visa purposes in accordance with current immigration laws, but will not be responsible to assure the granting of any visas, permits or approvals.

3. Joint Research Activities:

The Parties wish to engage in a joint research program for the development of an Honors Thesis written by the Participating Student Applicants, based upon research conducted by the Participating Student Applicants. In regards to this proposed joint research, any intellectual property developed shall be governed by applicable national regulations, as well as international agreements, and that ownership of any intellectual property developed will be divided proportionately between the Parties based on the amount of effort put forth by the employee(s) of the respective Party towards the development of the intellectual property. Proper acknowledgment will be given to the employee(s) from both parties.

The Participating Students Applicants accepted by NWU will study at NWU from January to June, and work cooperatively with the Participating Student Applicants accepted by ASU, on data collection. The Participating Students Applicants accepted by ASU will study at ASU from July to December, and work cooperatively with the Participating Student Applicants accepted by NWU, on writing and presenting an Honors Thesis. All Participating Student Applicants will work together for the year-long project.



4. Personal Data Protection

In accordance with the laws of each country on protection of personal data, the Parties agree that the personal data provided, for cases in which this is a natural person, or in the case of representatives of a legal entity, will be incorporated to a file and/or database owned by each of the parties. The purpose of providing the data is for the activities of the present Memorandum of Understanding, as well as the maintenance of the contact on both sides.

In compliance with current regulations, the parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said Party's own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary for the performance as outlined under this Memorandum of Understanding, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the Parties.

5. Compliance with Anti-Kickback Legislation

Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) – By agreeing to this memorandum of Understanding, the Parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASU or NWU for the purpose of obtaining this or any other agreement, purchase order or contract from ASU and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

6. Compliance with Export Control Laws

Each party shall be responsible for adhering to all applicable international and domestic import and export control laws.

7. Revision

The clauses of this Memorandum of Understanding may be revised or changed only upon the mutual written consent of the Parties.

8. Enforcement

This Memorandum of Understanding shall be in force for a period of ten (10) years from the date of signing and is subject to renewal upon the mutual written agreement of the parties. This Memorandum of Understanding may be terminated earlier by either party upon the issuance of six (6) months written notice to the other party. However, such termination shall not affect the ability of any then currently enrolled Participating Student to complete the semester in which he or she is then enrolled under this Memorandum of Understanding.

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**NORTH-WEST UNIVERSITY
POTCHEFSTROOM CAMPUS**



Professor Fika Janse van Rensburg
Acting Rector, Potchefstroom Campus

03.02.2016
Date

**ARKANSAS STATE UNIVERSITY –
JONESBORO**



Tim Hudson, Ph.D.
Chancellor

12/15/15
Date

F. VAN NIEKERK
DEPUTY VICE - CHANCELLOR
RESEARCH, INNOVATION & TECHNOLOGY
INSTITUTIONAL OFFICE
NORTH-WEST UNIVERSITY
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