

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ARKANSAS STATE UNIVERSITY – JONESBORO
AND
ARKANSAS STATE UNIVERSITY CQ, A.C.**

Arkansas State University – Jonesboro, an institution of higher education and an agency of the State of Arkansas, located at 2105 Aggie Road, Jonesboro, Arkansas 72401, United States (hereinafter “ASU”), and Arkansas State University CQ, A.C., a Mexican *asociación civil*, located at Carretera estatal #100 km. 17.5 Municipio Colón 76270 Querétaro, Mexico (hereinafter “ASUCQ”), hereby agree to further promote mutual cooperation in higher education through this Memorandum of Understanding (hereinafter “MOU”). Each of ASUJ and ASUCQ will be collectively referred to herein as the “Parties” and individually as a “Party”.

The Parties agree that this MOU generates from and is subject to the applicable provisions of that certain Collaboration Agreement entered into and among the Parties on February 24, 2017 (the “Collaboration Agreement”).

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

- a. Exchange of undergraduate and graduate students
- b. 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 Office of the Vice Rector at ASUCQ.

- a. **Number of Students:** Either Party may request to send a maximum of ten (10) 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 (2) year period. Participating students will attend the host institution for one (1) semester, and may request to stay for a maximum of two (2) semesters, with the granting of such request being at the discretion of the home institution and subject to the approval of the host institution.
- b. **Study:** Participating student applicants will register at the host institution for one or two academic semesters, depending on the needs and goals of the individual student, and the approval of the home and host institutions. Exchange balances will be calculated by semester (i.e., an academic year exchange will be counted as two separate exchanges).

Participating student applicants must be enrolled in a degree program at their home institution in order to file for the request of exchange. 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 international students.

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

Only students in good standing, as defined by the home institution, may be proposed for participation under this MOU. Each institution will give preference in the selection process to those students applying who are enrolled in a degree program also offered at the other institution.

- 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 their regular tuition and fees at their home institution. The host institution will waive tuition and fees for participating students under this MOU.
- e. **Accommodations:** Participating students will pay room and board to the host institution at the host institution's room and board rates, and live on campus, pending availability of housing. To the extent possible, all participating students shall be housed in the same residence hall. 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 health insurance, according to the regulations of the host institution.
- g. **Nomination and Visa Compliance:** Each year by the established deadline, the home institution will forward to the host institution a list of participating student applicants nominated for exchange and all appropriate documents.

Each Party 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 respective Party under the terms of this MOU. However, it is the responsibility of the individual participating student applicant to obtain a visa in a timely manner.

- h. **Shipping of Documents:** Participating students will not be responsible for the charges related to the shipping of their acceptance letters or other forms (including

the DS 2019 form). The host institution shall bear the costs of shipping those documents.

- i. **Promotion of the Program:** Each institution shall inform their respective students of this exchange opportunity, and shall be responsible for collecting and reviewing the applications of interested students. Each institution shall provide the other with a list of courses offered for the upcoming semesters in advance of the application process, which shall be provided to participating student applicants.
- j. **Waivers and Indemnities.** Each participating student shall be required to sign a waiver of claims and indemnity in the form defined by the home institution regarding all damages that may be generated during the student's time and enrollment with the host institution.

2. JOINT RESEARCH ACTIVITIES

In the event that the Parties wish to engage in any joint research activities, the Parties shall enter into a separate Joint Research Agreement. Such Joint Research Agreement shall provide the rules of ownership regarding intellectual property generated from the joint research activities.

If the corresponding Joint Research Agreement does not specify the ownership of the intellectual property generated from the joint research activities as noted above, ownership of such intellectual property shall be allocated as follows: (i) intellectual property generated from the intellectual property owned by either Party prior to any joint research activities (the "Former Intellectual Property") shall belong to the owner of such Former Intellectual Property; or (ii) new intellectual property generated for the joint research activities that does not derive from Former Intellectual Property (the "New 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 or other resources put forth by the Faculty, Researchers or employee(s) of the respective Party towards the development of such New Intellectual Property. Proper acknowledgment will be given to the employee(s) from both Parties.

3. ADDITIONAL REQUIREMENTS

- a. **FERPA Compliance and Personal Data Protection:** Each Party shall be fully liable and responsible for assuring compliance with the content and requirements of the applicable laws regarding data protection and data privacy. As such, and for purposes of 20 U.S. Code § 1232g ("FERPA"), ASUCQ is a designated school official with a legitimate educational interest in storing, accessing, transmitting to, and receiving from ASU only the educational records of those participating student applicants under this MOU.

In accordance and full compliance with the applicable laws on protection of privacy and personal data, the Parties agree that the personal data provided by the Parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, may be incorporated into a file and/or database which shall be

administered by each of the Parties. The purpose of providing the data is for the activities of the present MOU and the data shall be used in consistency with the indications provided to the host institution by the home institution.

The Parties guarantee that they have adopted the necessary measures 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 permitted by the corresponding applicable laws, the order of a court of competent jurisdiction or other competent governmental authority, or upon the written consent of the other Party.

- b. **Compliance with Anti-Corruption Regulations:** As considered in Clause 24 of the Collaboration Agreement, each Party shall be fully liable and responsible for assuring compliance with the content and requirements of the applicable laws regarding anti-corruption. As such, considering the content of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58), by agreeing to this MOU, the Parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASU or ASUCQ 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 reiterate their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) and the Mexican Anticorruption Laws 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, among others.
- c. **Compliance with Export Control Laws:** As considered in Clause 24 of the Collaboration Agreement, each Party shall be fully liable and responsible for assuring compliance with the content and requirements of the applicable international and domestic import/export control laws.

4. TERM AND TERMINATION

This MOU shall be in force for a period of two (2) years from the date of signing and is subject to renewal upon the mutual written agreement of the Parties. This MOU may be terminated earlier: (i) by either Party upon the issuance of six (6) months' prior written notice to the other Party; or (ii) automatically as a result of the termination of the Collaboration Agreement as per the provisions of Clauses 12 and 13 of such Collaboration Agreement. The termination noted on (i) above, shall not affect the ability of any then currently enrolled participating students to complete the semester in which they may be enrolled as per the provisions of this MOU.

5. MISCELLANEOUS TERMS

- a. **Sovereign Immunity:** The Parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in the Collaboration

Agreement or this MOU is intended to or should be construed as waiving or limiting in any way that sovereign immunity.

- b. **Revision:** The clauses of this MOU may be revised or changed only upon the mutual written consent of the Parties.
- c. **Force Majeure:** Notwithstanding the provisions of Clause 26 of the Collaboration Agreement, for the purposes of this MOU, neither Party shall be considered in default in the performance of its obligations under this MOU if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the Party affected and which is forthwith, by notice from the Party affected, brought to the attention of the other Party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, or flood or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government or because of any act of God.
 - i. In the event that either Party is prevented or delayed by Force Majeure from performing its obligations, that Party shall notify the other Party of the Force Majeure occurrence as soon as possible, but no later than fourteen (14) days following the occurrence of the Force Majeure event.
- d. **Relationship:** As provided for in Clause 16 of the Collaboration Agreement, the Parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between ASUCQ and ASUJ. Neither Party shall have the authority to enter into any agreement or otherwise bind the other Party without said Party's written express consent.
- e. **Waiver:** A waiver of any provisions of this MOU will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.
- f. **Notice:** Any request, notice, or other communication to be given under this MOU must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To ASU:

Dr. Lynita Cooksey
Vice Chancellor and Provost
P.O. Box 179
State University, Arkansas 72467 U.S.A.

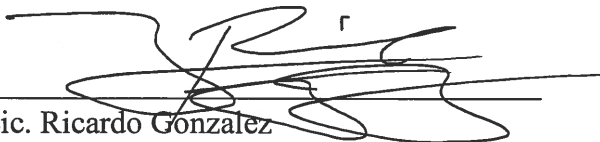
To ASUCQ:

Dr. Brad Rawlins
Vice Rector
Carretera estatal #100 km. 17.5
Municipio Colón 76270 Querétaro,
Mexico

- g. **Assignment and Successors:** No Party may assign any of its rights or delegate any of its duties under this MOU without first obtaining the written consent of the other Party. The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective Parties hereto and their respective legal representatives, permitted successors, and permitted assigns.

- h. **Additional Documents and Terms:** The Parties shall execute any additional documents reasonably necessary to achieve the provisions and purposes of this MOU. Detailed procedures for implementing the exchange programs which are not prescribed in this MOU will be discussed and decided upon by both Parties.
- i. **Counterparts:** This MOU may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this MOU at different times and places by the Parties will not affect the validity of this MOU.
- j. **Severability:** Any provisions herein declared invalid under any law shall not invalidate any other provisions of this MOU. If one or more conditions, requirements or provisions contained in this MOU cannot be carried out, is declared invalid, is found to violate applicable law, or is unenforceable due to the presence of an order of a court of competent jurisdiction that bans its enforcement, then the remaining requirements, regulations, or other provisions of this MOU remain valid and binding on the Parties.
- k. **Entire Agreement:** This MOU constitutes the entire agreement between the Parties and with the exception of the Collaboration Agreement and any other agreements deriving from the same, supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the specific subject matter provided for in this MOU. This MOU may be translated into a language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the MOU shall control in the event of any conflict, discrepancy or controversy. No supplement, modification, or amendment to this MOU will be binding unless such supplement, modification, or amendment is in writing and signed by an authorized representative of all Parties.

**ARKANSAS STATE UNIVERSITY
CQ, A.C.**



Lic. Ricardo Gonzalez

President

Oct/9/2018

Date

**ARKANSAS STATE UNIVERSITY –
JONESBORO**



Dr. Kelly Damphousse

Chancellor

5/15/19

Date