

## **MEMORANDUM OF AGREEMENT**

**Between**

**Elizabeth City State University and  
The University of New Hampshire**

### **I. GENERAL**

#### **A. Parties to the Agreement**

This Memorandum of Agreement is between Elizabeth City State University, a constituent institution of the University of North Carolina (hereinafter "ECSU"), Elizabeth City, North Carolina and the University of New Hampshire, Durham, New Hampshire, USA (hereinafter "UNH"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement. Further, the Participating Institutions set forth in this agreement and stipulate a specific interest in partnership and collaboration with foundations and Federal Agencies such as NASA, and its various constituent organizations such as Goddard Space Flight Center, NOAA, NSF, and NIH.

#### **B. Purpose of the Agreement**

Endeavoring to increase their cooperation in research, education, and outreach scholarship the parties to the agreement, after approval by their responsible authorities, agree to enter into this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties to the agreement.

#### **C. Modes of Collaboration**

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include, as funding permits:

1. The design of collaborative research, education and outreach scholarship projects, including the development of formal proposals for funding such projects working closely with partner foundations & federal agencies such as NASA, NOAA, NSF and NIH, etc;
2. The exchange and/or visitation of faculty and other research, outreach and education specialists;
3. The exchange and/or visitation of students and recruitment of graduate students.

## **II. TERMS OF THE AGREEMENT**

### **A Areas of Initial Concentration**

The parties to the agreement agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for research, outreach, education and program development, the Participating Institutions agree to implement collaborative projects through faculty and technical specialist exchanges. The areas of initial concentration will include areas such as Earth System Science and Earth Remote Sensing broadly defined and other areas as appropriate in the future.

### **B. Activities in Support of Collaboration**

The parties to the agreement recognize the importance of certain ancillary activities in support of these areas of research, outreach, education and technical collaboration. Principal among these shall be, when appropriate,

1. The collaboration on relevant publications and information generated by the parties to the agreement; and
2. The regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

### **C. Design of Collaborative Research and Education Projects**

The parties to this agreement agree to work together on the design of collaborative research, education and outreach scholarship projects, including the development of formal proposals for funding such projects. The collaborative nature of these projects shall strive to consist of:

1. Projects that are of mutual benefit to each institution;
2. Projects that share the responsibility, intellectual content, and leadership of each institution;
3. Projects that balance the resources and capabilities of each institution.

### **D. Faculty Exchange and other Research, Outreach and Education Specialists**

Exchanges of faculty and other research, outreach and education specialists generally shall be conducted under the following guidelines:

1. The parties to the agreement shall, for a duration to be determined on a case-to-case basis and after mutual agreement, invite faculty and other research, outreach and education specialists for teaching and/or research visits.

2. Visiting faculty and other research and education specialists are obliged to adhere to the rights, rules, policies and responsibilities of each host institution.
3. As a public university, ECSU is determined to keep the interests of the general public in view with regard to its collaborative efforts with UNH and to abide by the provisions of ECSU's *Patent and Copyright Procedures* which are incorporated herein by reference. The disclosure and ownership of intellectual property arising from ECSU and UNH's collaborative efforts shall be governed by ECSU's *Patent and Copyright Procedures*.
4. Exchanges shall be governed by a separate agreement to formalize the specifics such as the visiting faculty member's/education specialists' employee status, travel cost etc.

### **E. Student Visitation and Graduate Student Recruitment**

Visitation of students generally shall be conducted under the following guidelines:

1. The parties agree to student exchanges and or visits for a duration to be determined on a case-to-case basis and after mutual agreement.
2. Visiting students shall be subject to all regulations, rules, policies and standards of academic performance and personal conduct of students at the host institution.
3. Academic achievements at the host university shall be recognized by the home university according to the latter's standards and procedures. Specifics of each student's course of study must be clarified and mutually agreed upon before the beginning of the student's experience.
4. The parties agree that recruitment of students interested in graduate programs at either institution shall be encouraged and students will be encouraged to apply through normal processes of the graduate school and/or academic program. Information, visitation and other ancillary services that promote graduate student applications will be encouraged by both institutions as appropriate.
5. Student exchanges shall be governed by a separate agreement to formalize the specifics such as student housing, student conduct and costs (including but not limited to tuition and fees)

## **III. ADMINISTRATIVE GUIDELINES**

### **A. Elaboration of this Memorandum**

1. It is the intent of the parties to the agreement that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of

this Memorandum of Agreement. Implementing memoranda for faculty exchanges and collaborative research, outreach and education programs must include specific provisions relating to intellectual property resulting from the program.

2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

### **B. Responsible Administrative Personnel**

1. The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the Chancellor of Elizabeth City State University and by the President of the University of New Hampshire, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are:

For Elizabeth City State University the Vice Chancellor for Academic Affairs—or his/her designee, and

For The University of New Hampshire, the Office of the Vice President for Research and Public Service—through the Associate Vice President for Research & Outreach Scholarship.
3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

### **C. Other Provisions**

1. This Memorandum shall continue in duration for a period of five years from the date of joint signing, provided that both parties remain committed to the objectives stated herein. This Memorandum shall be subject to review and modification, throughout its duration, as deemed necessary, based on mutually agreed to assessment of the program by the appropriate authorities at ECSU and UNH. After the initial five-year period, the Memorandum may be reviewed and renegotiated, unless terminated by one of the parties to the agreement in writing within the period mentioned in the following paragraph.
2. This Memorandum may be terminated by any of the parties to the agreement on prior written notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.
3. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions as may be necessary to respond to exigent financial or other circumstances provided that the other party receives advance written notice.

## **IV. LEGAL PROVISIONS**

### **A. Non Discrimination**

The parties agree to comply with all applicable national, sub-national, and local laws, as well as institutional policies, governing equal employment opportunity and forbidding unlawful discrimination.

### **B. Indemnification**

Both parties to this agreement indemnify and hold harmless each other and their respective officers, directors, employees, and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, and disbursements, including without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, or proceeding, but only to the extent caused by, related to, based upon or arising out of: (a) any breach by a party of its obligations under this Agreement, or (b) a party's negligence in performing its duties or responsibilities under this Agreement. Elizabeth City State University agrees to this provision only in the manner and to the extent allowed by North Carolina law.

### **C. Modifications**

This Memorandum may be modified at any time by writing mutually agreed upon by the parties.

### **D. Governing Law**

This Memorandum shall be governed by the laws of the State of North Carolina. Each party expressly agrees to be subject to the jurisdiction of the Courts of the State of North Carolina should litigation arise between the parties.

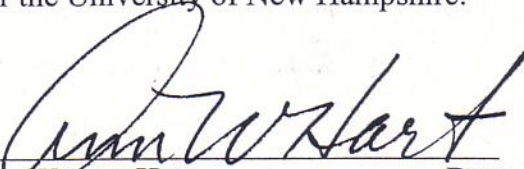
### **D. Entire Understanding**

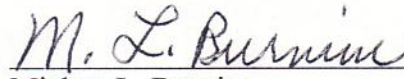
This Memorandum contains the entire understanding between the parties.


V. ENDORSEMENT

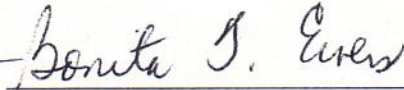
For the University of New Hampshire:

For Elizabeth City State University:

  
Ann Weaver Hart Date  
President

 1/28/05  
Mickey L. Burnim Date  
Chancellor

 2/2/05  
Bruce Mallory Date  
Provost & Executive Vice President  
Academic Affairs

 2/1/05  
Bonita T Ewers Date  
Interim Vice Chancellor  
for Academic Affairs