



NAST



**Memorandum of Understanding
between
Nepal Academy of Science and Technology (NAST)
and
Arkansas State University – Jonesboro**

This Memorandum of Understanding (“MoU”) between Nepal Academy of Science and Technology “NAST” and Arkansas State University – Jonesboro, an institution of higher education and an agency of the State of Arkansas, (hereinafter “ASU”) and Nepal Academy of Science and Technology (hereinafter “NAST”), is effective on this date of April 11, 2016. The purpose of this MoU is to further promote mutual cooperation in higher education through this Memorandum of Understanding. 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 faculty members and researchers
- b. Joint research activities

Article – I

Exchanges of Faculty and Researchers:

- **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.
- **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.
- **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.
- **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.
- **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.
- **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.



Article – II

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 that 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.

Article – III

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.

Article – IV

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 NAST 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.

Article – V

Compliance with Export Control Laws:

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



Article – VI



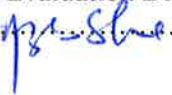
Revision:

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

Article – VII

Enforcement

This Memorandum of Understanding shall be in force for a period of five (5) 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.

On behalf of Nepal Academy of Science and Technology (NAST)	On behalf of Arkansas State University (ASU)
Name: Prof. Dr. Jiba Raj Pokharel Position: Vice-Chancellor Signature: 	Name: Mr. Tim Hudson, Ph.D. Position: Chancellor Signature: 
Address: Nepal Academy of Science and Technology (NAST), Khumaltar, Lalitpur, Nepal	Address: Arkansas State University (ASU), Jonesboro, Arkansas, USA.
Date:	Date: 4/11/16
Witness: NAST Ms. Neesha Rana Chief, Planning and Evaluation Division, NAST..... 	Witness: ASU 