

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ARKANSAS STATE UNIVERSITY – JONESBORO
AND
UNIVERSIDAD PRIVADA BOLIVIANA – FUNDACION EDUCATIVA**

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 (hereinafter “ASU”), and Universidad Privada Boliviana – Fundación Educativa, located at Av. Cap. Victor Ustariz km 6,5, Cochabamba, Bolivia (hereinafter “UPB”), hereby agree to further promote mutual cooperation in higher education through this Memorandum of Understanding (hereinafter “MOU”).

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 UPB.

- 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 (2) 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 a degree program at their home institution. 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 any 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 MOU.
- 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. **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 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 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 DS-2019 forms. ASU shall bear the costs of shipping those documents.

2. EXCHANGES OF FACULTY AND RESEARCHERS

The Parties may engage in an exchange of Faculty and/or Researchers for a duration to be determined on a case-to-case basis. After the mutual consent of the Parties, the host institution may invite faculty from the home institution for teaching and/or research visits. Visiting faculty 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.

At the time of invitation, the Parties will determine funding conditions related to travel expenses and living costs for visiting Faculty and Researchers.

This MOU is an academic agreement between the Parties. Therefore, this agreement does not originate an employment relationship between the host institution and the visiting Faculty and Researchers.

Each visiting Faculty and 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 visiting Faculty and Researchers.

Visiting 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, but will not be responsible for the granting of any visas, permits, or approvals.

The Parties shall inform one another regularly about the curricular programs offered by each institution, and especially about research seminars, scientific conferences, and symposia organized by each. The Parties will exchange documentation and publications issued from these activities.

3. 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.

4. ADDITIONAL REQUIREMENTS

- a. **FERPA Compliance and Personal Data Protection:** UPB 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 with the laws of each country on protection of 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, will be incorporated into a file and/or database which shall be owned by each of the Parties. The purpose of providing the data is for the activities of the present MOU, as well as the maintenance of 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 MOU, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other Party.

- b. **Compliance with Anti-Kickback Legislation:** 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 UPB 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.
- c. **Compliance with Export Control Laws:** Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

5. TERM AND TERMINATION

This MOU shall be in force for a period of three (3) 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 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 MOU.

6. MISCELLANEOUS TERMS

- a. **Sovereign Immunity:** All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that, as such, has sovereign immunity. Nothing in this Agreement is intended to or should be construed as waiving 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:** Neither party shall be considered in default in the performance of its obligations under this Agreement 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:** 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 UPB 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 Agreement 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 Arkansas State University – Jonesboro,
U.S.A:

Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
P.O. Box 179
State University, Arkansas 72467

To Universidad Privada Boliviana -
Fundacion Educativa, Bolivia:

Prafulla Acharya
Professor and Coordinator of
International Office
Av. Victor Ustariz km. 6.5
Cochabamba, Bolivia

- g. **Successors:** The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.
- h. **Additional Documents and Terms:** The parties shall execute any additional documents reasonably necessary to effectuate 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 institutions at the appropriate time and documented in a written agreement to be signed by representatives from both Parties. Any disagreements will be discussed and settled by representatives from both institutions.
- 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 remain valid and binding on the parties.

k. **Entire Agreement:** This MOU constitutes the entire agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements 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. No supplement, modification, or amendment to this MOU will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. 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.

**UNIVERSIDAD PRIVADA BOLIVIANA
- FUNDACION EDUCATIVA**

**ARKANSAS STATE UNIVERSITY –
JONESBORO**

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Dr. Manuel Olave Sarmiento
President



Dr. Kelly Damphousse
Chancellor

9/26/2018
Date

9/25/18
Date