



MEMORANDUM OF UNDERSTANDING

Between

**MINISTRY OF PLANNING AND INVESTMENT
ACADEMY OF POLICY AND DEVELOPMENT**

And

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY**

THIS AGREEMENT, is entered into between Board of Regents of the University System of Georgia by and on behalf of Georgia State University, Ste. 300, 30 Dahlberg Street, Atlanta, GA, 30303 United States of America (hereinafter referred to as “GSU”) and Academy of Policy and Development, Building D25-Ministry of Planning and Investment, Lane 8B, Ton That Thuyet Str., Cau Giay Dist., Hanoi., Vietnam (hereinafter referred to as “APD”).

WITNESSETH THAT:

WHEREAS, GSU and APD desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

WHEREAS, GSU and APD desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, GSU and APD desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. Scope of Agreement** - This Agreement, together with Faculty and Student Exchange Agreements, may include, but not be limited to, the following types of collaboration:
 - A. Short and long-term Faculty Programs (including exchanges, short courses for senior leaders and GSU’s Faculty Mentoring Program)
 - B. Undergraduate and Graduate Student Programs including Student Exchange and Joint Articulation (“2 + 2” or “3 + 1”) programs at the undergraduate level
 - C. Credit and non-credit Student Programs (including GSU’s Summer Institute)
 - D. Administrative Support Programs
 - E. Collaborative Research and Discovery, Learning and Teaching, and Engagement

- F. GSU and Academy of Policy and Development may explore funding opportunities from, but not limited to, the World Bank, United States Agency for International Development, and the International Monetary Fund.
- G. Other mutually agreed educational programs

II. Period of Agreement - This MOU shall become effective upon execution by both parties (indicated by the date the last signatory signs) and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOU shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOU periodically to evaluate the progress made in achieving mutual cooperation.

III. Termination - This Agreement may be terminated as indicated above or by the following:
Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement.

IV. Activities Under This Agreement - It is expected that activities taking place under this Agreement will be initiated primarily by academic units or the International office within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For GSU, faculty and student exchanges will follow university guidelines for faculty and student exchange.

V. Liaisons - Each party shall designate a person or office to serve as liaison for the relationship established by this MOU. For Georgia State, the contact will be Volkan Topalli, Associate Provost for International Initiatives (acting), 30 Courtland Street SE, Atlanta, GA 30303, Phone: 404-413-2536, Fax: 404-413-2537, and Email: vtopalli@gsu.edu. For APD Address the contact will be
VO XUAN HOAI,
Title: Head of international Affairs Department,
Address: No 7, Ton That Thuyet Street, Cau Giay District, Hanoi,
Phone: 0994 -904849515 and Email: hoaix@mpi.gov.vn.
Either party may change its own designated liaison by sending written notice to the other party of such change.

- VI. Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate agreement (Program Specific Agreement (PSA)) drawn up jointly by the collaborating units and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program. PSAs will be approved by the appropriate Dean, the Provost or President at GSU and the President at APD.
- VII. Funding of Activities** – Program Specific Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. At GSU, in the event financial commitments are stated, the term of such agreements may not extend beyond one (1) year in length. Projects requiring funding must be approved by both institutions.
- VIII. Use of Name** - APD will not use the name of GSU, nor of any member of GSU's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of GSU. GSU will not use the name of APD, or any employee of APD, in any publicity, advertising, or news release without the prior written approval of APD.
- IX. Nondiscrimination** - GSU and APD agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded from participation under the terms of this Agreement.
- X. Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized signatories of the parties hereto.
- XI. Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

IN WITNESS WHEREOF, GSU and APD have executed this Agreement as of the date written below.

ACADEMY OF POLICY AND DEVELOPMENT

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY



Dao Van Hung
President



Risa Ileen Palm
Provost and Senior Vice President for Academic Affairs

Date: 8 Feb. 2017

Date: 8/2/17