MEMORANDUM OF COOPERATION

Between

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS
COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT ("GSU CEHD"),
ATLANTA, GA., U.S.A.

And

BISHOP WILLIS CORE PRIMARY TEACHER'S COLLEGE ("BISHOP WILLIS")
IGANGA, UGANDA

And

THE AFRICAN SOUP
ATLANTA, GA., U.S.A.

GSU CEHD, Bishop Willis and the African SOUP enter into this Memorandum of Cooperation (the "MOC") in order to promote international cooperation in education and research.

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

   - Consultation by academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
   - Student Service Learning programs;
   - Establishment of joint research programs;
   - Collaboration on third party funded educational or economic assistance activities with The African SOUP;
   - Exchange of scientific and educational literature produced by the parties; and
• Organization of conferences, seminars and symposia of mutual interest to the institutions.

2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreements shall not extend beyond three (3) years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one (1) year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.

4. **Term** This MOC shall become effective upon execution by both parties 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 MOC 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 MOC periodically to evaluate the progress made in achieving mutual cooperation.

5. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be David Wojnowski, Clinical Assistant Professor, 30 Pryor Street, Suite 550, Atlanta, GA 30303, Fax: 001-404-413-8023 Phone: 001-413-8226 and Email: dwojnowski@gsu.edu. For Bishop Willis the contact will be Mr. Moses Wambi, Dean of Students, P.O. Box 150, Iganga, Uganda, Phone: 0434-243333 and Email: moswambi@yahoo.com. For African SOUP, the contact will be Holly L. Habimana, Executive Director, PO Box 50050, Atlanta, GA 30302, Phone: 303-870-3266, Email: holly@theafricansoup.org. All parties may change its own designated liaison by sending written notice to the other party of such change.

6. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
7. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be amended only by means of a written instrument signed by authorized representatives of both parties.
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University  
System of Georgia by and on behalf of Georgia  
State University and its College of Education  
and Human Development

By:  
Paul Alberto  
Dean

Date: 12-3-15

Bishop Willis Core Primary Teachers College

By:  
Moses Wambi  
Dean of Students

Date: 12-12-2015

The African SOUP

By:  
Holly L. Habimana  
Executive Director

Date: 12-6-15