MEMORANDUM OF UNDERSTANDING

Between

NORTH-WEST UNIVERSITY,
SOUTH AFRICA

and

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY,
ATLANTA, GEORGIA, U.S.A.

A public higher education institution and a juristic person, as contemplated in, regulated by and established in terms of the Higher Education Act No. 101 of 1997, as amended by Section 25 of Act 23 of 2001 and Government Gazette 25737 of 14 November 2003 for the purpose of education, research and higher learning, herein represented by Prof RJ Ballour in his capacity as Deputy Vice-Chancellor: Teaching and Learning, duly authorized thereto

(Office of the Registrar, 11 Hoffman Street, Potchefstroom, 2531)

and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("Georgia State"), administered under the State of Georgia, and having its principal office at 30 Courtland Street, Suite 300, Atlanta, GA 30302, wish to collaborate on a pre-agreed basis, in order to benefit their respective research and teaching activities, and to further the internationalisation of both institutions.

2. The purpose of this Memorandum of Understanding (MoU) is to establish a framework within which co-operation may develop between the two institutions. This will occur within the context of the regulations and policies of each institution, subject to the availability of resources and on a pre-agreed basis.

3. Co-operation between the two institutions may include such activities as:
   - Exchanges of students and academic staff (Faculty);
   - Joint academic/research activities, including seminars, conferences and public lectures;
   - Exchange of publications, academic materials and other information;
   - Assistance in capacity building at North-West University;
   - Joint quality assurance and benchmarking; and
   - Such other projects for mutual benefit that are agreed upon by both parties.
Please note: Georgia State's Travel Advisory Policy governs international travel by Georgia State students, faculty and staff. Travel must be approved by specified Georgia State administrators.

4. Specific programmes or activities will be undertaken under this MoU only after a written agreement has been concluded by the institutions. The terms and conditions of each programme or activity, including any financial arrangements, accommodation, subsistence, accreditation, travel expenditure etc., shall be set out in a written agreement ("Program Specific Agreement") signed by an authorised representative of each institution. Normally, the home institution shall be responsible for air and local travel costs, accommodation and subsistence expenses, visa costs, and securing appropriate travel and medical insurance for their staff, and the host institution shall be responsible for workspace, library and laboratory facilities and may offer information on accommodation and transportation, provided that the programme is accepted by both institutions.

5. Both parties shall designate a liaison office for this MoU and for any subordinate agreements under this MoU. For Georgia State University the point of contact shall be Dr. Wolfgang Schöhr, Associate Provost for International Initiatives, 30 Courtland Street SE – Suite 300, Atlanta, GA 30303, Phone: +1-404-413-2530, Fax: +1-404-413-2537, and email: wsschoer@gsu.edu. For North-West University, the contact will be the Centre for Teaching and Learning, Dr Esmarie Strydom, Hendrick van Eck Boulevard, Vanderbijlpark 1911, Phone: +27169103064, and Email: esmarie.strydom@nwu.ac.za. Either party may change its own designated liaison by sending written notice to the other party of such change.

6. The mode of ownership of research materials and research findings shall be clarified at the commencement of the MoU and any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions. If such collaborative research activities under this MoU result in any potential for intellectual property, both institutions shall seek to agree on terms as to ownership and other property interests that may arise.

7. Both Parties agree that prior written approval is required before using the other Party’s name, logo, or other Intellectual Property rights in any advertising or associated publicity.

8. This MoU comes into effect when the last signatory signs. It will remain in effect for a period of five (5) years from that date.

9. This MoU may be terminated by the written mutual consent of both institutions, or by either institution giving 60 days' written notice to the other institution.

10. This MoU places no financial or legal obligations on either of the institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 3 hereof.

11. 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.

12. 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 MoU. This MoU 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.

Signed on behalf of North-West University:

Prof. R.J. Balduin
Deputy Vice-Chancellor:
Teaching and Learning

Signed on behalf of Board of Regents of the University System of Georgia by and on behalf of Georgia State University

Dr. Mark P. Becker
President
Date: .............

Dr. Wolfgang Schlör
Associate Provost for International Initiatives

Date: 2019-02-21

See attached

Anna Tafler
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Signed on behalf of North-West University:

Prof. Dr. Ntate Daniel Kgwadi  
Vice-Chancellor

Date: ................

Prof. Dr. Refilwe Phaswana-Mafuya  
Deputy Vice-Chancellor: Research and Innovation

Date: ................

Signed on behalf of Board of Regents of the University System of Georgia by and on behalf of Georgia State University

Dr. Mark P. Becker  
President

Date: 19/3/18

Dr. Wolfgang Schlör  
Associate Provost for International Initiatives

Date: 2/16/2019

- See attached

Anna Tapfer