MEMORANDUM OF UNDERSTANDING

Between

The University of Johannesburg
A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof Sarah Gravett in her capacity as Executive Dean, Faculty of Education

and

Board of Regents of the University System of Georgia
By and on Behalf of
Georgia State University, Atlanta, USA
(Represented by Prof Paul Alberto in his capacity as Dean: College of Education)

1. Preamble
   In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the partners – The Faculty of Education, University of Johannesburg, South Africa, and The College of Education, Georgia State University, Atlanta, United States of America, hereby sign a Memorandum of Understanding ("MoU") for Academic Collaboration.

2. Parties to the MoU
2.1 The University of Johannesburg, a juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by its Faculty of Education, South Africa, and
2.2 Georgia State University, a unit of the Board of Regents of the University System of Georgia represented by its College of Education.
3. **Commencement and duration of MoU**
   3.1 This MoU will come into effect from the date of signature by both parties and will remain in force for an initial period of three years and may be renewed upon the advance written agreement of both parties.
   3.2 The MoU may be terminated by either party provided a written notice is given to the other party six months in advance.

4. **Aim of the MoU**
   The aim of this MoU is to provide for cooperation on academic activities of the two Parties that will strengthen mutual understanding, foster friendly co-operation, and promote sustainable and productive academic collaboration and exchange of faculty, students, and researchers between the Parties.

5. **Scope of the MoU**
   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. Areas of joint activity may include (but are not necessarily limited to) the following:
   5.1 Joint research and training programmes;
   5.2 Faculty cooperation and exchange;
   5.3 Student exchange;
   5.4 Joint proposals for external funding;
   5.6 Joint sponsorship of conferences;
   5.7 Joint publications;
   5.8 Exchange of materials, articles and other publications; and
   5.9 Other such activities as may be mutually agreed upon.

6. **Program Specific Agreement**
   Before any of the activities referenced in this MoU may be implemented, the parties must negotiate the terms of joint activities, exchange programmes and other specific activities in a written Program Specific Agreement pertaining to that activity ("PSA").
   6.1 Each party will be responsible for securing its own funding for the activities covered by Program Specific Agreements, whether internally or through external support. The final approval of any project is subject to the written approval of both institutions and dependent upon guaranteed support funds for both Parties.
   6.2 The term of PSAs may not exceed five (5) years in length and, in the event financial commitments are involved, the term may not exceed one (1) year in length. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State assumes any financial obligations by entering into this Agreement and, in no event shall the term of this Agreement extend beyond five academic years.
University of Johannesburg

By: Prof Sarah Gravett
    In her capacity as Executive Dean

Date: 2014-10-01.

Witness: Prof Josef J.J. de Beer

Georgia State University

By: Prof Paul Alberto
    In his capacity as Dean: College of Education

Date: 9-11-14

Witness: Prof Gwendolyn Benson
Vice-Dean: College of Education
Program Specific Agreement

FOR

ACADEMIC COLLABORATION FOR THE PROMOTION OF ACADEMIC COOPERATION AND EXCHANGE OF EMPLOYEES AND STUDENTS

The University of Johannesburg
A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof Sarah Gravett in her capacity as Executive Dean, Faculty of Education
and
Board of Regents of the University System of Georgia
By and on Behalf of
Georgia State University, Atlanta, USA
(Represented by Prof Paul Alberto in his capacity as Dean: College of Education)

In furtherance to the Memorandum of Understanding, this Program Specific Agreement serves as an Addendum to initiate a Student, Faculty, and Researcher Exchange Program.

1. Academic Collaboration
1.1 In so far as research can be promoted by a period of residence at the partner university, both universities agree to appropriately support members of the partner university. Each will facilitate the integration of visiting academics into existing research projects and, if possible, to make working space available to them.

2. Exchange of faculty members and research employees.
2.1 The number, timing and duration of such exchanges may vary according to the needs of the particular programme which may entail:
2.1.1 Exchange of academic information and materials, publications, research databases, and courseware will comply with UJ’s policy on the Promotion of Access to Information Act 2 of 2000, the Family Education Rights Privacy Act, the Georgia Open Records Act and all other governing law and policy.
2.1.2 Sharing of library resources such as research papers, indices, books and magazines on relevant subjects where possible in compliance with applicable law and the Parties’ policies on copyright and intellectual property rights.
2.1.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
2.1.4 Leading short term student programs such as supervised clinical field experiences in Middle and Secondary Education.
2.1.5 Extending invitations for attending scholarly and technical meetings and assisting in making arrangements for attending national and international conferences.
2.2 Georgia State will pay the salaries for Georgia State faculty/researchers who participate in this Exchange Program. Financial assistance in paying for any other expenses related to participation in this Exchange Program may be negotiated by such faculty/researchers and the appropriate unit at Georgia State.
University of Johannesburg will pay the salaries for any University of Johannesburg faculty and researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for University of Johannesburg faculty and researchers while participating in this Exchange Program will be negotiated by such faculty/researchers and the University of Johannesburg. All faculty/researchers from the University of Johannesburg who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the United States.

2.3 The exchange of any personal information regarding any employees will be with consent and in accordance with applicable privacy legislation.

2.4 The parties understand and agree that national laws regulating the export of technologies may prohibit participation by visiting students, faculty, and researchers on specific research projects in the host country. The parties further understand and agree to secure all University and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities. If exchange faculty, researchers or students participate in research funded by a third party sponsor, the parties agree that such research activities will abide by the terms of the sponsorship agreement. If exchange faculty, researchers or students receive third party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the exchange faculty, researchers and students will be notified of and bound by the confidentiality and nondisclosure terms of such agreement.

3 Exchange of Students

3.1 Separate partnership agreements shall govern supervision of students studying abroad in formal academic offerings (accredited programmes).

3.2 The University where the students are enrolled at will screen student applications and recommend students to the partner institution for an invitation; these students will be screened in line with both parties' academic requirements and regulations.

3.3 The school, department or unit involved in this Agreement at each Home University will provide academic counseling to its own students to ensure that the courses taken at the Host University are acceptable with respect to its own degree programs. The Host University will supply the Home University with course descriptions and other pertinent materials to assist in determining course equivalency. Students will carry a normal load of classes appropriate to full-time status at the Home University.

The exchange students must pursue the approved course of study for the agreed period. Course work undertaken by visiting students should be recognized as contributing to degree requirements at the Home University, but this remains at the discretion of the Home University. Georgia State students will receive institutional credits under this Agreement. At the end of each semester or academic term, students will follow appropriate procedures at the Host University to ensure academic records/transcript from the Host University are sent to the Home University. The academic year at Georgia State consists of two regular semesters: the Fall semester begins in August and runs through December, and the Spring semester begins in January and runs through May. In addition, there is a summer semester and an abbreviated Maymester. The academic year at University of Johannesburg consists
of two semesters. The first beginning and January and ending in June and the
second beginning in July and ending in November. Students from UJ taking
classes at Georgia State will be allowed to participate during any term.
Students from Georgia State taking classes at UJ will be allowed to participate
during any term.

3.4 Starting in Fall 2015 and continuing for each year during the term of this Agreement,
the two institutions will exchange undergraduate and graduate students on a one-for-
one basis. Each institution will host the partner’s full-time exchange students for up
to 2 semesters per academic year. If an institution sends a student for the academic
year, this counts for two semesters of that year’s total. In general, the exchange
should be undergraduate students for undergraduate students/graduate students for
graduate students. These maximum numbers may be amended in writing by both
parties.

Both parties will endeavor to maintain an evenly balanced exchange during the term
of this Agreement. However, if conditions exist which render such equity impossible
during a particular semester, such imbalance shall be corrected in the subsequent
available semester to restore balance. In no event shall an imbalance in the exchange
be carried forward beyond one semester, nor should students currently enrolled in
the program be removed to restore balance. The exchange balance will be
monitored throughout the term of this Agreement by both institutions. Either party to
this Agreement may refuse admission to the additional incoming students until the
exchange balance is restored.

3.5 Each student will register and pay tuition and required fees at their Home University.
Participants in the program will be drawn from the College of Education at Georgia
State, and Faculty of Education at the University of Johannesburg at the discretion of
both parties. Exchange students enrolled at Georgia State may take coursework in
the College of Education, and exchange students enrolled at University of
Johannesburg may take coursework in the Faculty of Education.

3.6 The Host University will waive tuition if the number of students and semesters
exchanged are evenly balanced and the students follows the agreed upon academic
programme with some limited course choices being generally available to students.

3.7 Students enrolled at the partner Host University will be subject Host University rules
and regulations in the same manner as local students. Students will be eligible for all
the services and rights normally provided to locally enrolled students.

3.8 Each Host University will provide the necessary documentation (e.g., official letters
of admission, immigration documents) for exchange students to obtain a visa to enter
and study in the host country. This documentation enables the Home University to
sponsor the students as part of this Agreement but does not commit the institution to
any financial sponsorship. In order to produce this documentation, the Host
University will rely on the Home University communicating student information four to
five months before the start of the term for which the students are enrolling. The
Host University will update the Home University annually regarding the data and
documentation required. It is each student’s responsibility to obtain the appropriate
visa, as required by the host country. Exchange students coming to GSU are
required to obtain a J1 visa, and therefore must provide documentation of sufficient financial resources needed to study in the U.S. Forms and detailed information about this process will be provided by GSU's International Student & Scholar Services.

3.9 Students are responsible for expenses arising out of the exchange including, but not limited to, costs of accommodation, international and local travel, books, equipment, health insurance including repatriation and medical evacuation coverage, criminal background checks where required, and purchasing relevant insurance if they are participating in an internship at Host University.

3.10 This PSA does allow employment of UJ and/or Georgia State students in the host country; provided, students are responsible for taking all steps necessary to obtain authorization for employment and for complying with the requirements of their student visas and Host University.

3.10 The partner institution may refer an exchange student for language assessment if necessary/applicable.

3.11 The exchange of any personal information of students will be with their consent and in accordance with any relevant privacy legislation.

3.12 Both Parties have a need for shorter, more informal student exchanges, where students spend time in schools in the respective countries, for periods of up to four weeks. The host institution will assist in finalizing an academic programme as well as an itinerary for school visits. All costs are for the account of the visiting students, though the host institution will, as far as possible, attempt to assist in minimizing costs.

The parties agree to keep information disclosed hereunder confidential except as is required in the performance of this agreement, as agreed to in writing or as otherwise required by law.

5. Cancellation.
6.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum, the other party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum, by giving two 30 (30) days written notice.

6.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this PSA had not been terminated.

7. Intellectual Property
7.1 Both parties agree that any intellectual property belonging to an institution, which may include but will not be limited to the following: research material, publications, articles and other academic materials, will remain and belong to that institution and no other party will have a claim against such intellectual property.

7.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular departmental PSA or the specific institutional policies on intellectual property.
7.3 In the event of jointly derived research, the parties will formalize their understanding and agreement about intellectual property rights in writing.

7.4 In the event of any of the parties wanting to use the jointly owned research for any further purpose (i.e. delivering of papers and publishing of academic articles), the other party’s written consent will be obtained, which consent may not be unreasonably withheld.

7.5 The parties agree that the Host Institution will evaluate intellectual property rights in consultation with the other party to determine whether formal patent, copyright, or other protection is desirable.

8. General considerations
8.1 The activities under the PSA will be undertaken by specific appointees from each institution.

8.2 Any amendment of and/or modification to the PSA will require the written approval of both Parties.

8.3 The termination of this PSA shall not affect the implementation of the projects or programmes established under it prior to such termination.

8.4 This PSA is not intended to create a legal or contractual obligation on the part of either Party. It reflects an arrangement that is currently satisfactory to the Parties involved. The Parties agree to negotiate amendments to this memorandum as needed to meet the evolving requirements.

8.5 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future.

9. DOMICILIA CITANDI et EXECUTANDI
9.1 The parties choose as their Domicilium Citandi et Executandi for all purposes under the PSA, whether in respect of notices or other document communication of whatsoever, the following addresses:

9.1.1 University of Johannesburg
Physical Address
Faculty of Education
Auckland Park Kingsway Campus
Cnr Kingsway and University Road
Auckland Park
2092

Post address
PO Box 524
Auckland Park
2006

Contact Person: Prof Josef de Beer
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9.1.2  Georgia State University
Physical address:
Georgia State University,
Atlanta, GA 30302
Postal address: PO Box 3965
Atlanta, GA 30302-3965

Contact person: Prof Gwendolyn T. Benson
Tel: 404-413-8105
Email: gbenson@gsu.edu
University of Johannesburg

By: Prof Sarah Gravett
In her capacity as Executive Dean

Witness: Prof Josef J.J. de Beer

Date: 2014-10-01

Georgia State University

By: Prof Paul Alberto
In his capacity as Dean: College of Education

Witness: Prof Gwendolyn Benson
Vice-Dean: College of Education

Date: 9-11-14