



UNIVERSITY OF  
TORONTO



**Memorandum of Understanding**

**between**

**The Governing Council of the University of Toronto (Canada)**

**and**

**Board of Regents of the University System of Georgia**

**By and on Behalf of**

**Georgia State University (Atlanta, U.S.A.)**

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The Governing Council of the University of Toronto (“U of T”) on behalf of the Faculty of Applied Science & Engineering and Board of Regents of the University System of Georgia by and on behalf of Georgia State University (“Georgia State”) hereby confirm their wish to enter into this Memorandum of Understanding (MOU) on education and research collaborations. Both institutions agree to the development of joint activities to address issues of mutual interest, designed to foster and promote collaboration in the field of education, research and capacity through the following activities:

**1. Scope: Area and Method of Cooperation**

The area of cooperation includes any program offered by either of the participating parties determined to be desirable and feasible for developing cooperative relationships. The methods of cooperation include, subject to availability of funds and the approval of each institution, research and academic activities or programs such as:

1. Joint research collaborations, and joint publication of scientific papers and educational materials resulting from the collaborations within program cooperation
2. Joint courses, graduate and undergraduate student mobility such as internships, study abroad, exchange, and fellowships (a student exchange agreement would be required)
3. Virtual exchange programs
4. Exchange of faculty, trainees and staff as appropriate
5. Participation in, and co-hosting of lectures, meetings, seminars, symposia and conferences
6. Exchange of materials, publications and other information, within limits of legal rules and regulations
7. Joint application for funding for collaborative projects from relevant funding agencies
8. Collaboration in other areas that foster research and educational cooperation

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.

This MOU 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. Terms of each activity or program, including budget for each program and activity, shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity. All terms shall be negotiated on a mutual basis and documented in a project or program agreement (“Program Specific Agreement”). Such programs and resulting agreements shall specify the responsibilities and obligations of each party within agreements that must be approved and signed by authorized representatives of each party to this MOU. The term of such Program Specific Agreements shall not extend beyond five (5) 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.

## **2. Intellectual Property**

Procedures for the handling of intellectual property rights that may arise during the course of this collaboration shall be outlined in a separate document. All terms shall be negotiated on a mutual basis prior to the start of the collaborative project in question and in accordance with the policies of each institution.

## **3. Principles of Participation**

Implementation of this MOU will be in accordance with the Policies on International Cooperation of the U of T and relevant policies, and rules and regulations of Georgia State. Participants who participate in programs resulting from this MOU will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or disability. Georgia State and the U of T will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of participation subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating Program Specific Agreements, and if necessary, this MOU.

## **4. Funding**

The parties agree that each activity undertaken pursuant to this MOU shall be dependent on the availability of funds and financial arrangements. Each activity shall be negotiated prior to entering into a Program Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities undertaken pursuant to this MOU.

## **5. Length of Agreement**

This MOU will remain in force for a period of five (5) years starting from the latter date of signing indicated below by each party. Both institutions agree to review this MOU periodically to evaluate the progress made in achieving mutual cooperation..

## **6. Accountability**

Each University shall designate a lead coordinator for the activities pursued related this MOU. Either party may change its own designated liaison by sending written notice to the other party of such change.

For Georgia State:

Office: Office of International Initiatives

Name: Wolfgang Schloer

Title: Associate Provost for International Initiatives

Email: [wschloer@gsu.edu](mailto:wschloer@gsu.edu)

For U of T:

Office: Faculty of Applied Science & Engineering

Name: Prof. Elham Marzi

Title: Director, International Virtual Engineering Student Teams Project (InVEST)

Email: [elham.marzi@utoronto.ca](mailto:elham.marzi@utoronto.ca)

## **7. Amendments**

Any amendment to the MOU will require written approval of each of the parties. After the initial five (5)-year period, this MOU may be renewed by mutual consent.

## **8. Termination**

Either party reserves the right to terminate this MOU upon six (6) months' written notice, 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.

## **9. 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 MOU. This MOU may be amended only by means of a written instrument signed by authorized representatives of both parties.

## **10. Signatures**

This MOU describes the intent of each of the parties as at the date of the last signature below. Two (2) signed originals of this MOU will be produced, one (1) to reside with each party.

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

For the University of Toronto:

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



Christopher Yip

M. Brian Blake

Dean, Faculty of Applied Science & Engineering

President

August 9, 2021

August 27, 2021

Date

Date