

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
AND
FOREIGN PARTNER????**

This Memorandum of Agreement (MOA) is made and entered into this ____ day of ____, 200X (the effective date) by and between Florida Agricultural and Mechanical University (hereinafter called FAMU) acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida in the United States of America, and ____ **International Higher Education Institution,** established under the laws of the Government of ____ (Country) hereinafter called XXXX.

PREAMBLE

WHEREAS, FAMU and XXXX share a common mission to provide the highest quality of education, and have recognized the desirability and feasibility of establishing a collaborative relationship designed to strengthen educational, cultural, and scientific ties between the two institutions,

WHEREAS, FAMU and XXXX agree that it would be in their mutual interest to create programs that promote institutional development and academic enhancement including, but not limited to, student training and academic exchanges, and at the same time strengthen social and cultural relationships between the two institutions, and

WHEREAS, FAMU and XXXX have agreed to establish a formal agreement of cooperation and friendship to reflect their agreement as aforementioned,

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits to be derived by both parties and the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I
GENERAL PURPOSE OF THE MOA**

The general purpose of this MOA is to strengthen the bonds between the two institutions, further the academic, social and cultural objectives of the institutions, and promote better understanding between the faculty, staff, and students of the respective institutions. It is expected that collaborative relationships thereby established will provide mutual benefits to both parties.

**ARTICLE II
GENERAL AREAS OF COOPERATION**

Collaboration will include, but not be limited to, academic and cultural exchanges, which shall include program offerings, exchange of educational materials, research reports, reprints and other publications, faculty and staff development, joint research and development projects, student exchanges, joint programs, transfer of technology, and other scholarly pursuits. The collaboration shall be conducted so as to maximize reciprocity and minimize the cost of participation.

**ARTICLE III
PROGRAMS AND ACTIVITIES**

Programs and activities shall include: (1) Faculty exchanges for teaching and consultation; (2) cross-disciplinary research; (3) proposal writing; (4) development and exchange of publications, library materials, data, and other teaching and research materials; (5) exchange of staff personnel (either unilateral or bilateral); (6) study abroad; (7) technical assistance; (8) development of seminars, workshops, exhibitions and conferences; (9) undergraduate student exchanges (10) graduate student studies; (11) language training; (12) joint programs; and (13) internships. The institutions pledge to identify and explore avenues for financial resources to support the academic interests and activities sponsored under this MOA.

**ARTICLE IV
IMPLEMENTATION OF THE MOA**

The terms and conditions of such mutual cooperation, as well as the required budget for implementation, will be developed by a program coordinator designated by each institution to assure conformity with the aims and purposes described and set forth in Article III above. As the occasion may arise for the implementation of any given section in Article III, the program coordinators shall develop a detailed plan to implement institutional responsibilities and financial agreements in a separate agreement (e.g. MOA, exchange of letters, specific letters of understanding, etc.) for each activity. The respective leaders of each institution must approve each activity agreement before it can be implemented.

The program coordinators will be responsible for preparing an annual report of the accomplishments during the year, including approved and pending activity agreements, and submission of the same to the respective heads of both institutions.

**ARTICLE V
AMENDMENTS AND MODIFICATIONS**

Either institution may propose, when circumstances warrant, amendments or modifications to this MOA. Such proposal shall be submitted for negotiation as the nature of the proposal demands. Any amendments to the MOA shall be by mutual consent, executed by both parties, and attached as an addendum to the MOA. Any activity already in progress will continue until completion as originally planned PROVIDED resources are available.

**ARTICLE VI
EFFECTIVE DATE AND LENGTH OF MOA**

This MOA shall take effect when signed and dated by the leaders of the two institutions or their designees, and shall remain in force for a period of five (5) years or until such time as either institution terminates the agreement. Each party reserves the right to terminate this MOA for any reason by delivering a six-month notice in writing to the other.

**ARTICLE VII
CONFLICTS WITH LAWS**

No term of this agreement may be in conflict with any law of the State of Florida or the United States of America, or policies and procedures of the Board of Trustees or FAMU, neither may it conflict with the laws of the Government of _____ (Country) or the policies and procedures of XXXX.

IN WITNESS WHEREOF the undersigned representatives have entered into this MOA on behalf of their respective institutions.

FLORIDA A&M UNIVERSITY

**INTERNATIONAL HIGHER EDUCATION
INSTITUTION (IHE)**

Dr. Castell V. Bryant, Interim President

IHE President/Rector/Chancellor

Date

Date