

# MEMORANDUM OF UNDERSTANDING AND COOPERATION

## BETWEEN

### THE UNIVERSITY OF NORTH CAROLINA CHARLOTTE

## AND

### “OTHER UNIVERSITY”

The University of North Carolina Charlotte (hereinafter “UNC Charlotte”), a public institution of higher education located in Charlotte, North Carolina, and “Other University” (hereinafter “OU”), a public institution of higher education located in City, Country, enter into this Memorandum of Understanding and Cooperation (hereinafter “MOU”) to state each party’s intent to cooperate and collaborate to develop an agreement whereby OU and UNC Charlotte become affiliated institutions. This agreement will enable the parties to establish a program of exchange and collaboration in areas of interest and benefit to both universities.

The purposes of an affiliated relationship between UNC Charlotte and OU are to:

1. promote interest in the teaching and research activities of the respective institutions;
2. collaborate on research projects;
3. pursue joint grants to support activities in research, teaching, and training;
4. plan international conferences to bring together faculty, government officials, business and industry in such areas as education, economic development, trade, information technology, etc.

## II.

To achieve these goals, UNC Charlotte intends to work with OU in a cooperative manner to develop an Affiliation Agreement which will set forth the terms to allow UNC Charlotte and OU to:

1. promote institutional exchanges by inviting faculty and staff of each of the institutions to participate in a variety of teaching and/or research activities and professional development;
2. receive undergraduate and graduate students of each of the institutions for periods of study and/or research;
3. explore the possibilities of tuition exchange for student participants;
4. carry out joint research and continuing education programs; and
5. exchange information pertaining to developments in teaching, student development and research at each institution.

## III.

Each institution shall designate a coordinator to oversee the development and implementation of this Affiliation Agreement. The Coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

1. to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution to facilitate the development of an Affiliation Agreement;
  2. to work together to develop and draft the terms and conditions for an Affiliation Agreement;
- and

3. to meet via conference call periodically to review and evaluate their progress of the Affiliation Agreement.

IV.

This MOU shall not be construed to establish any form of partnership, agency, or joint venture of any kind between the parties, or to constitute any party as an agent, employee, or legal representative of another; and nothing in this MOU shall create any relationship between the parties other than that of independent contractors. No party shall have any responsibility or liability for the action of the other party. No party shall have any right or authority to bind or obligate the other in any manner or make any representation or warranty on behalf of the other, without prior written approval. Each party is responsible for the direction and compensation of its employees. The relationship of the parties shall be non-exclusive.

V.

OU and UNC Charlotte acknowledge that United States laws and regulations in regard to exportation of technology and research shall control. The parties hereto agree to work in a cooperative manner to provide all necessary documentation to the appropriate United States governmental agencies to obtain approval for any exportation and to address any regulatory issues which may arise prior to or due to the implementation of an Affiliation Agreement.

VI.

The scope of any activities anticipated in this MOU shall be determined by the funds regularly available at both institutions for the type of affiliation intended and by financial assistance as may be obtained by either institution from external sources.

VII.

This MOU shall be governed, construed, performed and enforced in accordance with the substantive laws of the United States of America and the State of North Carolina without regard to its conflict of laws principles and any disputes arising hereunder shall be decided in the state Courts of North Carolina.

EXECUTED by The University of North Carolina Charlotte and Other University in duplicate copies, each of which shall be deemed an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE UNIVERSITY OF NORTH  
CAROLINA AT CHARLOTTE

OTHER UNIVERSITY

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Philip L. Dubois  
Chancellor  
The University of North Carolina Charlotte