

# MEMORANDUM OF UNDERSTANDING

between

**THE PENNSYLVANIA STATE UNIVERSITY**  
Alliance for Education, Science, Engineering and Design in Africa  
College of Earth and Mineral Sciences  
University Park, Pennsylvania, United States of America

and

**ATLANTIC INTERNATIONAL RESEARCH CENTRE**  
Terceira Island, Azores, Portugal

WHEREAS, The Pennsylvania State University (“Penn State”), on behalf of the Alliance for Education, Science, Engineering and Design in Africa (“AESEDA”) within the College of Earth and Mineral Sciences, and the Atlantic International Research Centre (“AIR Centre”) acknowledge their strong mutual friendship and existing collaboration; and

WHEREAS, Penn State and the AIR Centre (hereinafter each a “Party” and together as the “Parties”) desire to enrich their respective educational and research programs and to strengthen and expand the mutual contacts between both Parties;

NOW THEREFORE, in order to promote cooperation and exchange in education and research, the Parties hereby agree to the following:

- I. Scope. The Parties will endeavor to promote the following types of collaboration:
  - A. Joint research projects and educational programs;
  - B. Exchange of scientific materials, publications and information; and/or
  - C. Developing and conducting joint seminars and other academic events.
  
- II. Activities under this Memorandum of Understanding.
  - A. Activities taking place under this Memorandum of Understanding (“MOU”) will be initiated primarily by academic units within each Party, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each Party. Teaching beyond occasional lectures must be approved by the appropriate units within each Party.
  
  - B. Penn State units will coordinate as follows:
    1. AESEDA will be spearheading Penn State’s potential collaborative efforts with the AIR Centre by promoting capacity building, community engagement, and research, particularly as those objectives relate to Coastal West Africa and the small island states.



2. Other Penn State units have also expressed interest in collaborating with the AIR Centre. The identification of AESEDA in this MOU as the primary unit for potential collaborative efforts does not preclude other Penn State units from pursuing cooperative activities with the AIR Centre, or vice versa in accordance with the terms of this MOU.

- III. Planning and Management of Activities. Each distinct collaboration activity will require a separate written agreement.
- IV. Funding of Activities. Collaborating units are encouraged to work together to identify and secure outside funding as needed. Financial arrangements and obligations for each activity shall be stipulated in separate agreements prior to the initiation of any such activity.
- V. Nondiscrimination. Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and the AIR Centre, or by government authorities. Neither Party discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this MOU, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.
- VI. Intellectual Property Rights. This MOU only covers research and academic cooperation, and does not cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement.
- VII. Export Control. The Parties hereby acknowledge that performance and obligations hereunder may be subject to United States export laws, and, to the extent such controls are applicable, performance of some desired activities under this MOU may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this MOU.
- VIII. Use of Name, Logo, and Mark. Neither Party may use the name, logo, or mark of the other in any promotional or advertising material (including but not limited to website postings, public announcements and program brochures) without the prior written consent of the other Party pursuant to each Party's policies.

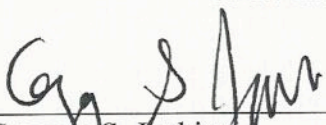


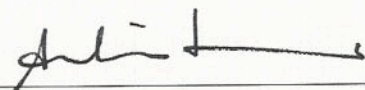
- IX. Evaluation of Collaboration. All specific programs or projects undertaken pursuant to this MOU will be subject to mutual periodic evaluation by each Party's appropriate stakeholders.
- X. Term, Amendment, Renewal, Termination. This MOU will become effective on the date of the last signature, for a period of five (5) years. It constitutes the entire agreement between the Parties, and may only be amended or renewed in writing signed by authorized representatives of both Parties. Each Party shall have the right to terminate this MOU by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- XI. Originals. The Parties shall sign two (2) originals of this MOU in the English language. Each Party shall retain one (1) original.


IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the Parties as of the last day written below:

**THE PENNSYLVANIA STATE UNIVERSITY**

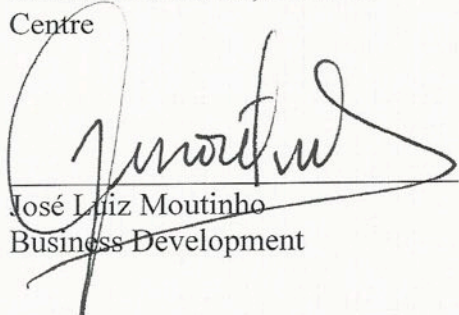
**ATLANTIC INTERNATIONAL RESEARCH CENTRE ("AIR CENTRE")**

  
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 Gregory S. Jenkins  
 Director, Alliance for Education,  
 Science, Engineering and Design in  
 Africa

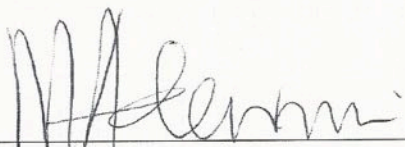
  
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 António Sarmento  
 Executive Director, Ad AIR  
 Centre

  
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 Lee Kump  
 Dean, College of Earth and Mineral  
 Sciences

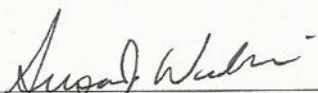
11/19/18  
 Date

  
 \_\_\_\_\_  
 José Luiz Moutinho  
 Business Development

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Michael Adewumi  
 Vice Provost for Global Programs

11/19/18  
 Date

  
 \_\_\_\_\_  
 Susan J. Wiedemer  
 Assistant Treasurer

NOV 20 2018  
 Date