MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS STATE UNIVERSITY
AND
ADDIS ABABA UNIVERSITY

General
Texas State University and Addis Ababa University wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in order to promote collaborative research activities, foster international academic exchange, ensure achievement of their strategic plans, and facilitate cross-cultural engagement for the enhancement of their programs, human resources, and countries.

I. Scope of Agreement
The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These activities shall be subject to the terms of this MOU. This MOU shall affirm each party's intent to enter into, among others, the following types of collaborative activity:
   a. Promote academic/scientific/professional relations between the institutions.
   b. Develop teaching and research activities of common interest to both institutions.
   c. Encourage teacher and student mobility and exchanges.
   d. Promote discussion and the exchange of experience in all those areas of mutual benefit to both institutions.

II. Obligations of the Parties
Each party commits to the following obligations of this MOU:
   a. Maintain ongoing communication and circulate essential information in a timely manner.
   b. All financial agreements necessary to implement this MOU must be negotiated and will depend upon the availability of funds. Neither institution shall have any financial obligation to the other institution as a result of this MOU.
   c. All distinct activities arising from this MOU will be stipulated in separate, specific agreements.

III. Responsibilities of the Parties
   a. Each party acts on its own behalf in all relations with a third party. Neither party will be responsible for any outside commitments of the other party.
   b. The parties shall remain independent of one another and nothing herein shall be construed or interpreted, by implication or otherwise, to form a partnership, agency, joint venture, or other formal business association.
IV. **Period of Agreement**
This MOU shall be effective upon the date of final execution and will remain in force for a period of three years. This MOU may be renewed beyond three years by mutual written MOU.

V. **Termination of Agreement**
Either party may terminate the MOU by providing ninety (90) days written notice to the other party.

VI. **Activities Under This Agreement**
It is expected that activities taking place under this MOU will be initiated primarily by academic units within each university, 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 institution. For Texas State University, faculty and student exchanges will follow relevant university guidelines for such activities.

VII. **Planning and Management of Activities**
Each distinct activity will be described in a separate agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the activity and set forth all terms and conditions associated with the activity.

VIII. **Financial Commitment**
This MOU reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate agreement in writing to accept specific financial obligations. Any additional agreements pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

IX. **Funding of Activities**
Separate MOUs under this MOU should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Activities requiring funding must be approved by both parties. Each party will commit, to the extent allowed by law in their respective countries, the necessary resources of their respective institutions pledged under specific terms of supplemental MOUs.

X. **Intellectual Property**
The parties agree that any intellectual property that may arise from collaborative activities between the parties shall be separately addressed in the terms and conditions of separate agreements for specific activities arising from this MOU.
XI. Nondiscrimination
Texas State University and Addis Ababa University agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MOU.

In their execution of this MOU, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this MOU.

XII. Use of Name
Addis Ababa University will not use the name of Texas State University, nor of any Texas State University student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Texas State University. Texas State University will not use the name of Addis Ababa University, or any employee or student of Addis Ababa University, in any publicity, advertising, or news release without the prior written approval of Addis Ababa University.

XIII. Amendments
The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the parties hereto. Parties will notify each other in writing ninety (90) days in advance of modification of this MOU.

XIV. Export Control
It is recognized and understood that this MOU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

XV. Contact Persons
Each party will designate an individual who will serve as the contact person for this MOU.

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**TEXAS STATE UNIVERSITY**
Name: Dr. Catherine Hawkins  
Title: Professor, School of Social Work  
Address: 601 University Drive  
San Marcos, TX 78666 U.S.A.  
Telephone: 512-245-2622  
E-mail: ch11@txstate.edu

**INSTITUTION**
Name: Dr. Zenebe Beyene  
Title: Director, Office of External Relations, Partnerships and Communications  
Address: P.O. Box 1176  
Telephone: 251-11-123 97 05  
E-mail: external.relations@aau.edu.et
It is envisioned that both parties will engage in creative activities that will meet these mutually identified areas of interest with quality and a new sense of international cooperation. This MOU shall remain in force for five years from the date of the last signature below and shall be deposited at Texas State University and at Addis Ababa University.

So be it understood and enthusiastically supported by the undersigned.

Texas State University

[Signature]
Dr. Gene Bourgeois
Provost and Vice President for Academic Affairs

Addis Ababa University

[Signature]
Name: Professor Admasu Tsegaye
Title: President, Addis Ababa University

Date: 12/19/2014