MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF ASSANE SECK AT ZINGUINCHOR
Ziguinchor, Senegal

and

THE PENNSYLVANIA STATE UNIVERSITY
Alliance for Education, Science, Engineering and Design with Africa
University Park, Pennsylvania, United States of America

WHEREAS, The Pennsylvania State University ("Penn State"), on behalf of the Alliance for Education, Science, Engineering and Design with Africa ("AESEDA"), and the University of Assane Seck at Ziguinchor ("UASZ") acknowledge their strong mutual friendship and existing collaboration; and

WHEREAS, Penn State and UASZ (each a “Party” and together 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. Professional training programs;
   B. Faculty and graduate student exchanges;
   C. Joint research projects and educational programs;
   D. Exchange of scientific materials, publications and information; and/or
   E. Developing and conducting joint seminars and other academic events
   F. Exchange of teachers in different areas

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. AESEDA will be spearheading Penn State’s collaborative efforts with UASZ, promoting educational activities, capacity building, research and innovation in STEM and Non-STEM disciplinary and interdisciplinary areas.

III. Planning, Management, and Funding of Activities. Each distinct collaboration activity will require a separate written agreement. 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.

IV. 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 UASZ 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.

V. 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.

VI. 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.

VII. 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.
VIII. 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.

IX. Originals. The Parties shall sign two (2) originals of this MOU in the English language. Each Party shall retain one (1) original.

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.

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

UNIVERSITY OF ASSANE SECK AT ZINGUINCHOR

Mamadou Badji  
Rector, Université Assane Seck de Zinguinchor

20 AOUT 2020  
Date

THE PENNSYLVANIA STATE UNIVERSITY

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

20-Jul-2020  
Date

Lee R. Kump  
John Leone Dean in the College of Earth and Mineral Sciences

21-Jul-2020  
Date

Roger Brindley  
Vice Provost for Global Programs

10-Aug-2020  
Date

Susan J. Wiedemer  
Assistant Treasurer

12-Aug-2020  
Date