MEMORANDUM OF UNDERSTANDING

between

UNAM
UNIVERSITY OF NAMIBIA

THE UNIVERSITY OF NAMIBIA
(hereinafter referred to as UNAM).
Private Bag 13301, Pionierspark, 340 Mandume Ndumufayo Avenue, Windhoek, Namibia

and

PennState

THE PENNSYLVANIA STATE UNIVERSITY
College of Earth and Mineral Sciences
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") within its College of Earth and Mineral Sciences, and the University of Namibia ("UNAM") acknowledge their strong mutual friendship and existing collaboration; and

WHEREAS, Penn State and UNAM (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.

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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 UNAM, 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. Penn State is committed to equal access to programs, facilities, admission and
     employment for all persons, including without limitation, equal access to programs, facilities, admission,
     and employment without regard to personal characteristics not related to ability, performance, or
     qualifications as more fully set forth in applicable Penn State policies. Subject to applicable law, the Parties
     shall abide by the foregoing principles of nondiscrimination and equal access in the administration of all
     programs and agreements described in this Agreement, 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. **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.

X. **Originals.** This MoU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this MoU transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this MoU for all purposes.

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

**UNIVERSITY OF NAMIBIA**

[Signature]

Prof. Kenneth Matembe
Vice Chancellor, University of Namibia.

01/03/2021

**THE PENNSYLVANIA STATE UNIVERSITY**

[Signature]

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

05-Feb-2021

[Signature]

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

09-Feb-2021

[Signature]

Roger Brindley
Vice Provost for Global Programs

10-Feb-2021

[Signature]

Susan J. Wiedemer
Assistant Treasurer

11-Feb-2021