**MEMORANDUM OF UNDERSTANDING**

**WEBER STATE UNIVERSITY AND NEVER AGAIN RWANDA**

This Memorandum of Understanding (the **"MOU"**) is entered into as of the day of , 2015, by Weber State University **(“WSU”)**, Ogden, Utah, United States of America and Never Again Rwanda (**“NAR”)** an NGO located in Kigali, Rwanda**.**

**Preamble**

A. The purpose of this MOU is to facilitate the creation of Peacebuilding Institute (PBI) in Kigali, Rwanda in which WSU students and non-WSU students can enroll in WSU political science courses.

B. NAR agrees to organize and host the PBI for two weeks during the summer semester.

C. WSU agrees to send one professor to assist with the PBI

D. WSU appoints Dr. Stephanie Wolfe and NAR appoints Dr. Joseph Nkurunziza to coordinate the development and implementation of this MOU. WSU further appoints Dean Francis Harrold with final authority to agree to the terms of this MOU.

C. All business, documents and arrangements to implement the terms of this Agreement will be in English.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**I. Visiting Faculty Scholar Program**

1.1 Number of Scholars and Timing of Visit. NAR agrees to host a WSU visiting faculty scholar on an invitation basis. The first faculty scholar visit may begin summer semester of 2015 and may subsequently visit summer semesters of 2016 and 2017.

1.2 Procedure for Coordinating Visits. To facilitate and coordinate the logistics of the visiting faculty scholar program, WSU should share the name(s) of the participating faculty member(s) at least six months before the visit and shall timely update NAR of any changes to the participating faculty members.

1.3 Immigration Documents. NAR will assist the visiting faculty scholar with obtaining documents related to immigration formalities.

1.4 Length of Stay. The length of stay for visiting faculty scholar will be negotiated in advance of the visit. For WSU faculty scholars who visit NAR, the preferred length of stay is two to four weeks. Longer visits may be negotiated in advance.

1.5 Lodging. NAR will provide home-stay lodging or guest lodging for visiting faculty scholar at its own expense.

1.6 Office Space and Supplies. NAR will provide office space, equipment, computer network access, resource materials, books, and supplies as required for the visiting faculty scholar.

1.7 Responsibilities of Visiting Faculty. Specific responsibilities of the visiting faculty scholars will be to perform assessment and grading. Courses will be taught in English. The exact teaching schedule for the faculty scholars will be negotiated on a visit-by-visit basis.

1.8 . Airfare. WSU will be responsible for round-trip airfare for its visiting faculty scholar.

1.9 Work Authorization. NAR will assist the visiting scholar in obtaining necessary work authorization in compliance with the home country's legal requirements. NAR and WSU will also negotiate in advance whether or not a stipend will be paid to the visiting faculty scholars that NAR will host.

1.10 Health and Accident Insurance. Each visiting faculty scholar shall be responsible for obtaining appropriate personal health and accident insurance at his or her own cost and expense.

**II. Student Study Abroad Program**

2.1 Programs for WSU Students. Beginning in summer semester 2015, upon mutual agreement of both Parties, one WSU faculty may arrange short-term study abroad programs to NAR for a PBI for WSU students in compliance with WSU policies and guidelines. The WSU faculty has final authority and control over the academic and cultural experiences included in the study abroad program.

2.2 WSU Admission of Non-WSU Students. Beginning in summer semester 2015, upon mutual agreement of both Parties, WSU agrees to permit non-WSU students to enroll to receive WSU credits received as part of the PBI and charge non-WSU students from Rwanda only $100 per 3 credits as a recording fee to WSU. In addition to the WSU recording fee, non-WSU students from Rwanda are solely responsible for fees to NAR, housing, transportation, and/or any other expenses. All non-WSU students seeking WSU credits as part of the PBI are responsible to complete the WSU quick admission process, and all non-WSU students seeking to transfer WSU credits earned from the PBI credits are responsible to request their transcripts, and transfer credits according to WSU’s and their home institutions’ policies and procedures.

2.3 NAR Sponsoring PBI. NAR agrees to sponsor a two week PBI and shall perform the following tasks as part of sponsoring the PBI: secure sufficient classroom space and learning materials for participants; schedule and book speakers, guides, and activities; and provide lunch, snacks, and water for WSU students and faculty during the PBI.

2.4 Health and Accident Insurance. Each visiting student shall be responsible for obtaining appropriate personal health and accident insurance at his or her own cost and expense.

2.5 Internship. If a student desires to have an internship experience in the host country, it will be up to the student to arrange for such work experiences. Although NAR or WSU may help to find such a position, they are not obligated to do so. Should a student pursue an internship or co-op work experience, NAR will provide information regarding the home country's legal requirements.

**III. General Provisions**

3.1 Academic and Disciplinary Rules. NAR agrees that the academic requirements of WSU shall be respected and that current, applicable policies covering matters of academic responsibility and social discipline will be made available to NAR.

3.2 Budgetary Considerations. Resources for implementation of this Agreement may come from either Party, depending upon budgetary availability. Neither Party is obligated to expend any resources in connection with this MOU. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of such budgetary availability to the other Party hereto. To the extent any external funding is required by a Party in order to implement this Agreement and funding for such purposes is not appropriated to a Party or is not otherwise available to a Party, the Party shall have no further financial obligations upon such determination. Should either Party not have funding to carry out any obligations of a particular exchange effort conducted under this Agreement, it shall immediately notify the other Party of such fact and of such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

3.3 Insurance. Each Party shall maintain, at its own cost and expense, insurance in types and amounts. reasonably acceptable to the other Party in order to cover liability caused by, or arising out of, actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees. Evidence of such insurance shall be provided to the other Party upon request.

3.4 Use of Institutions’ Name and Logos: Advertising and Publicity. Neither Party may use the other Party's name or logo, or any name or logo that is likely to suggest that it is related to the other Party, in any advertising, promotion or sales literature without first obtaining the written consent of the other Party. However, each party may use the PBI in marketing and reference the other Party’s name or logo in promoting the PBI as long as said promoting does not suggest that the Parties are related to each other.

3.5 Term. This MOU shall become effective upon the date set forth above and shall remain in effect for a period of 3 years.

3.6 Extension of Term. This MOU may be extended or modified at any time by additional written agreements made between the appropriate authorities of the two institutions. Negotiations which are necessary in this respect shall be the responsibility of the Presidents' representatives with assistance from the administrative bodies of the institutions. Any additions to this Agreement shall be ratified by the Presidents of the partner institutions or their designees.

3.7 Waiver. A waiver of any breach of any provision of this MOU shall not be constructed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this MOU.

3.8 Non-Assignment. This MOU may not be assigned by either Party without the prior written consent of the other. This MOU shall be binding upon the successors, and permitted assigns of both Parties.

3.9 Notice. Any notice to either Party hereunder must be in writing signed by the Party giving it, and shall be deemed given when mailed postage prepaid by first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To WSU:

Stephanie Wolf

ADDRESS (Fill In)

Ogden, Utah 84408-3901 United States of America

To NAR:

Dr. Joseph Nkurunziza

Address (FILL IN)

Kigali, Rwanda

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, WSU and NAR have authorized the undersigned individuals to execute this agreement.

**Weber State University** **Never Again Rwanda**

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Dean Francis Harrold Dr. Joseph Nkurunziza

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Date Date