



MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION BETWEEN

KEAN UNIVERSITY, NJ, USA AND AMERICAN UNIVERSITY IN DUBAI (AUD)

This Memorandum of Understanding ("MOU") is entered into by and between Kean University, NJ, USA (Kean), and American University in Dubai (AUD), (collectively, the "Parties," or individually, "Party") to facilitate collaboration between them and discussions regarding activities of mutual benefit as follows:

1. The purpose of this MOU is to develop academic, cultural and educational cooperation and to promote mutual understanding between the Parties.
2. The Parties intend to explore and facilitate discussions regarding the following collaborative activities listed below in academic areas of mutual interest, on a basis of equality and reciprocity:
 - a. Exchange of faculty, researchers, and administrative staff;
 - b. Student Exchange;
 - c. Conducting collaborative research projects;
 - d. Conducting lectures and seminars;
 - e. Organizing conferences and symposia;
 - f. Exchange of academic information and materials; and
 - g. Promoting other academic cooperation as mutually agreed.
3. The development and implementation of any specific activity agreement based on this MOU will be separately negotiated and agreed upon between the Parties, through their respective faculties, schools, or institutes that may carry out the specific activity agreement. Each Party will bear its own costs associated with the negotiation, preparation and execution of any such activity agreement. No funds are committed in this MOU. All activity agreements contemplated by this MOU shall be at the sole discretion of the Parties.
4. This MOU does not:
 - constitute or create, and may not be deemed to constitute a legally binding document;
 - give rise to any legal relationship between the Parties; or
 - create any enforceable rights or duties between the Parties.
5. The MOU will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the activities under this MOU. Nothing in

this MOU obligates a Party to:

- incur any cost or expense;
- undertake any work; or
- take any action.

6. This MOU shall not establish an employer/employee relationship, joint venture, or partnership agreement hereby expressly or by implication between the Parties. Each of the Parties to this MOU shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither Party hereto, nor their respective employees, shall be construed to be the agent, employee, or representative of the other.
7. The Parties do hereby warrant and represent that this MOU has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this MOU by any conduct, including the paying or giving of any fee, commission, gift, gratuity, or consideration of any kind, directly or indirectly, to any state employee, officer or official.
8. The Parties agree to discuss and further negotiate an agreement before implementing any specific training or research or exchange program(s). Should any collaborative research activities under this MOU have the potential for intellectual property, both Parties shall negotiate an equitable and fair understanding as to ownership and other property interests that may arise.
9. This MOU may be amended or modified only by a prior written agreement signed by the representatives of both Parties.
10. Nothing in this MOU prevents the Parties from pursuing any other activities or programs with any other entity. This MOU does not create any exclusive relationship between the Parties that would prevent the Parties from pursuing any activities with any other partners.
11. Neither Party shall be liable for the actions of the other Party or any third-party who may participate in the activities described in this MOU.
12. This MOU is executed in English, and the Parties agree that if this MOU is translated into any other language, the version of this MOU executed in English will prevail to the extent there is any inconsistency.
13. This MOU is valid for a period of five (5) years from the last date of signing by the representatives of both Parties. Representatives from both Parties will discuss the terms of a renewal at least six months prior to the natural termination of the current MOU.
14. This MOU shall be terminated by either Party giving at least six (6) months' prior written notice of termination to the other Party, or at any time by the Parties' mutual written agreement. The termination of this MOU will not affect the validity of any separately negotiated agreement executed by the Parties as a result of this MOU.

15. Any notice or other communication in connection with this MOU must be in writing and sent by electronic mail, prepaid priority letter (air mail if international), or courier to the address listed below, as applicable to each Party.

KEAN UNIVERSITY	Name: Audrey M. Kelly Postal Address: 1000 Morris Avenue, Union, NJ USA 07038 Email: aukelly@kean.edu Phone: 908-737-7015
AMERICAN UNIVERSITY IN DUBAI	Name: Nada Karam Postal Address: Sheikh Zayed Rd - Al Sufouh - Dubai Media City - Dubai - United Arab Emirates Email: nakrem@aud.edu Phone: +971 4 318 3101

IN WITNESS WHEREOF, the Parties cause this MOU to be executed by their authorized representatives and witnessed by the Honorable Philip D. Murphy, Governor of the State of New Jersey.

Lamont O. Repollet, Ed.D.
President, Kean University

Kyle Long, Ph.D.
President, American University in Dubai

WITNESS: _____
Philip D. Murphy, Governor
State of New Jersey, USA