## MEMORANDUM OF UNDERSTANDING BETWEEN ROWAN UNIVERSITY AND AMERICAN UNIVERSITY OF RAS-AL KHAIMAH

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between ROWAN UNIVERSITY, a public research university duly organized and existing under the laws of the State of New Jersey, USA, and within the system of higher education of the State of New Jersey, USA, with its principal office at 201 Mullica Hill Road, Glassboro, NJ 08028, USA, and AMERICAN UNIVERSITY OF RAS-AL KHAIMAH (the Parties), to facilitate collaboration between them and discussions regarding activities of mutual benefit.

### I. PURPOSE

- 1.1 The purpose of this MOU is to establish, develop and expand the co-operative relationship between the Parties to strengthen cross-cultural ties and promote international understanding, academic excellence, international research and development, education for students, faculty and staff, Rowan University and American University of Ras Al-Khaimah.
- 1.2 The Parties intend to facilitate discussions regarding the establishment, development and management of Activities which are mutually beneficial to the Parties, their staff and, where applicable, their students regarding:
  - Research and Development;
  - Student Exchange;
  - Joint Educational Programs; and
  - Exchanges of Academic Personnel

### II. TERM and TERMINATION

- 2.1 This MOU will take effect from the last date signed below and will continue for five (5) years thereafter. Representatives from both institutions will discuss the terms of a renewal at least six months prior to the natural termination of the current Memorandum of Understanding.
- 2.2 This MOU may be terminated by a Party giving each other Party at least 3 months' prior notice in writing; or at any time by mutual written agreement. The termination of this MOU will not affect the validity of any Activity agreement executed by the Parties as a result of this MOU.

#### III. SCOPE

- 3.1 Nothing in this MOU prevents the Parties from pursuing any other activities.
- 3.2 This MOU does not create any exclusive relationship between the Parties that would prevent the Parties from pursuing in any activity with any other partner, activities similar to the Activities.
- 3.3 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.

- 3.4 Nothing in this MOU obliges a Party to:
  - incur any cost or expense;
  - undertake any work; or
  - take any action.

#### IV. NOTICES

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 attached to this MOU, as applicable to each Party.

ROWAN UNIVERSITY	Name: Melissa Wheatcroft, Esq., General Counsel Postal Address: 201 Mullica Hill Road, Glassboro, NJ, USA 08028 Email: wheatcroft@rowan.edu Phone: +1 (856) 256-5107
UNIVERSITY OF RAS-AL KHAIMAH	Name: Kevin S. Konecny, Ed.D., Associate Provost  Postal Address: 75 Sheikh Humaid Bin Mohamed Street, Building D. Seih Al Araibi Area, Ras Al Khaimah Emirate, United Arab Emirates 72603  Email: kevin.konecny@aurak.ac.ae  Phone: +971 7 246 8860

## V. GENERAL

- 5.1 This MOU may be modified only by prior written agreement by the Parties.
- 5.2 Neither Party shall be liable for the actions of third parties who may participate in the activities described in this MOU.
- 5.3 This MOU is executed in English, 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 of any inconsistency.
- 5.4 Each Party will bear its own costs associated with the negotiation, preparation and execution of any Activity Agreement. No funds are committed in this MOU. All agreements contemplated by this MOU shall be at the sole discretion of the Parties to determine the availability and appropriation of funds.

**IN WITNESS WHEREOF**, The Parties have caused this Memorandum of Understanding to be executed by their authorized representatives.

# **Rowan University**

## **UNIVERSITY OF RAS-AL KHAIMAH**

Anthony M. Lowman, Ph.D. Provost & Senior VP of Academic Affairs

David A. Schmidt, Ph.D.

President

Date of Signature

Date of Signature

State of New Jersey

Hon. Philip D. Murphy, Governor

Date of Signature