

MEMORANDUM OF UNDERSTANDING

For Academic and Research Collaboration

Between

Arizona Board of Regents for and on behalf of Northern Arizona University, USA

And

American Education Centre Limited, Sri Lanka

About Northern Arizona University

Arizona Board of Regents for and on behalf of Northern Arizona University ("NAU") is a public institution of higher education, governed by the Arizona Board of Regents, a body corporate with perpetual succession established under the laws of the State of Arizona, United States of America, pursuant to Arizona Revised Statute §15-1625. NAU is an institution of scientific research and undergraduate and graduate studies devoted to education, research and public service.

About American Education Centre Limited

American Education Centre Limited ("ANC Education"), having its registered office at No. 69, Janadhipathi Mawatha, Colombo 01 and its main campus at No. 308-310, R A De Mel Mawatha in Colombo, Sri Lanka, is a member of CEG Education Holdings Limited, providing students of all ages a learning pathway as they progress in their education.

NAU and ANC Education, each an "Institution", collectively the "Institutions" have agreed to the areas of collaboration on academic and research related activities as mentioned in this Memorandum of Understanding ("MoU"). The Institutions shall collaboratively determine the theme for a joint activity, the conditions for utilizing results obtained, and/or arrangements for a visit, exchange and other forms of cooperation according to a separate agreement establishing the limits and obligations of each Institution, signed by representatives endowed with legal capacity to bind the institutions.

2. Scope

The Scope of collaboration on academic and research activities in this MoU includes the following categories:

- 1) Developing research projects jointly and avail funding;
- 2) Exchange of academic information, materials and facilities;
- 3) Students Exchange;
- 4) Faculty Exchange;
- 5) Organizing/ participation in Joint symposium, seminar, conferences, workshops etc.;
- 6) Developing articulations for twinning/joint programs and allowing students to undertake part of the programme/course of study at each institution; and

Promoting such other activities/programs as mutually agreed from time to time.

2.1 Developing research projects jointly and avail funding

Both Institutions may jointly undertake research projects/activities through sharing of research ideas, data and academic resources that can lead to joint publications, development of any product or other intended outcome. Such collaboration activities may also include joint research

conferences, visitations and sabbaticals at each other's Institution. Faculty from both Institutions will collaborate in the supervision of joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms and conditions laid out by separate written agreement by both Institutions.

2.2 Exchange of academic information, materials and facilities

Both Institutions may exchange academic information, facilities, resources etc. as mutually agreed from time to time governed by the terms and conditions laid out by separate written non-disclosure agreement by both Institutions.

2.3 Students Exchange

2.3.1 Student Exchange Programs

Both Institutions may develop programs whereby the students of either institution can have the opportunity to study at the other institution with mutual recognition of the credit hours arising therefrom. It is desired by both institutions that there will be significant flow of students in exchange as reciprocal. Both Institutions may facilitate internship facilities for exchange students as mutually agreed. NAU and ANC Education will exchange students according to the terms and conditions laid out by separate written agreement by both Institutions.

2.3.2 Short Courses/ Summer School

Both Institutions may develop courses and programs to facilitate visits by students and faculty to learn about the business environment and culture in the host country. The courses may include meetings with business executives, and visits to various industrial and business establishments. The cost and other terms of such courses and programs will be mutually worked out and laid out by separate written agreement by both Institutions.

2.4 Faculty Exchange

Both Institutions may develop opportunities for faculty to teach courses, conduct seminars and undertake such other activities at each other's campus as mutually agreed and laid out by separate written agreement. Visiting faculty may be provided with opportunities to observe and share teaching methods and curriculum. NAU and ANC Education may also exchange faculty according to the terms and conditions as mutually agreed upon.

2.5 Organizing/ participation in Joint symposium, seminar, conferences, workshops etc.

Both Institutions may promote their faculty participation in the conferences, conclaves and seminars organized by each other to strengthen the ties between both Institutions and may also jointly organize symposium, seminars, conferences, workshops and other programs as mutually agreed.

2.6 Developing articulation for twinning/joint programs allowing students to undertake part of the program/course of study at each institution.

Both Institutions agree to work towards the development of joint program offerings and the articulation of various academic credits between the Institutions as mutually agreed for various programs/courses which entitles the students to complete a part of the program of study at each Institution and will be awarded the respective degree or other respective academic transcripts upon successful completion of requirements as agreed in the separate articulation agreement. Both

Institutions agree to work towards delivering NAU degree completion programs in Sri Lanka and as the first step the parties agree to deliver the NAU Bachelor of Science in Psychology program in Sri Lanka.

3. Advertising & Publicity

Both Institutions may publicly advertise the collaboration under this MoU among students, staff etc. Where reasonably possible, in making advertisements or public announcements in relation to this MoU, each Institution shall acknowledge the participation of the other Institution and the contribution that other Institution has made if any. Neither Institution will use the trademarks, tradename, logos, trade dress, or other commercial property of the other Institution without express written approval from a duly authorized person with the authority to provide such approval on behalf of that Institution.

4. Commencement, renewal, termination and amendment

This MoU will come into force upon affixing of the signatures of the representatives of the Institutions and will remain in effect for five (5) years. This MoU may be renewed upon its expiry, as per mutual written agreement of both Institutions. If either Institution wishes to terminate the MoU at the end of the five years period or in between the period of five years, it must notify the other Institution not less than six months prior to the expiry of the MoU. This MoU, its renewal and the actions taken under it may be reviewed at any time. Modifications to this MoU may be made by mutual consent and any amendment or extension to the MoU may be formalized by a written amendment signed by both Institutions.

5. Coordinators:

Each Institution agrees to appoint an overall Coordinator for the administration of this MoU. The Coordinator will serve as the contact person on campus. These coordinators will ensure smooth flow of communication and would be responsible to ensure that necessary approvals are in place for student/faculty exchange, articulation agreement etc. These coordinators will be responsible to ensure the effectiveness and enforcement MoU. Both Institutions are responsible for keeping their contact details up to date. Contact details and address of the designated coordinators are given hereunder:

For American Education Centre Limited Name: Mrs. Aruni Mahipala Title: Director/Chief Operating Officer Address: No. 308-310, R A De Mel Mawatha, Colombo 03, Sri Lanka Telephone: +94 0777 833330 Email: aruni@ancedu.com	For Northern Arizona University Name: Jay Lewis Title: Director of Strategic Global Initiatives (South Asia), Center for International Education Address: PO BOX 5598 Telephone: 928-523-8919 Email: jay.lewis@nau.edu
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6. Resolution of Disputes:

In the event of any unforeseen issues or matters not covered herein or any controversy, dispute or difference arising out of or in connection with this MoU, the same shall be resolved amicably by both the Institutions.

7. Non Discrimination:

Neither Institution will discriminate on the basis of race, sex, age, national origin, color, religion, sexual orientation, veterans/national guard/reserves status, disability or any other prohibited characteristic.

8. Appropriation of Funds:

The Institutions recognize that performance of this MoU by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). Should the Legislature fail to appropriate the necessary funds, then by written notice to ANC Education, NAU may cancel this MoU without further duty or obligation. ANC Education recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

9. Laws of Country:

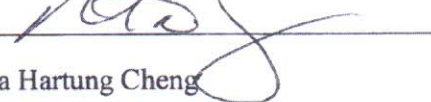
Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular sections 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply. Copies of these statutes are available from NAU's Center for International Education. In the same manner, ANC Education is subject to provisions of the laws of Sri Lanka.

10. Relationship of Institutions:

Each Institution is an independent contractor and is independent of the other Institution. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Institutions, except for those obligations expressly and specifically set forth herein. Neither Institution shall have any right, power, or authority under this Agreement to act as a legal representative of the other Institution, and neither Institution shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each Institution acknowledges that the relationship of the Institutions hereunder is non-exclusive.

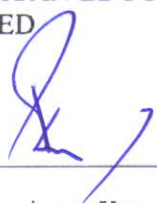
This MoU shall be signed in counterpart. Each counterpart will constitute an original document and these counterparts taken together, shall constitute one and the same MoU.

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

By: 
Dr. Rita Hartung Cheng
President

Dated: 8/20/19

AMERICAN EDUCATION CENTRE
LIMITED

By: 
Dr. Punarjeeva Karunanayake
CEO/Executive Director

Dated: 23/8/2019.