

Memorandum of Understanding
Between
Saigontourist Hospitality College
Ho Chi Minh, Vietnam
And
Arizona Board of Regents for and on behalf of Northern Arizona University
Flagstaff, Arizona, United States of America

Deeply committed to promoting international understanding, and keenly aware of the important role being played by institutions of higher education toward the progress, peace, and well-being of humankind through educational collaboration, Saigontourist Hospitality College, (hereinafter STHC), and Arizona Board of Regents for and on behalf of Northern Arizona University, (hereinafter NAU), (each an “Institution” and collectively the “Institutions”) agree to examine future possibilities for enhanced educational cooperation for their respective students, faculty and administrations.

This Memorandum’s primary purpose is to formally initiate an inter-institutional dialogue in recognition of common interests and as an expression of good will. As such, any specific institutional commitments related to student, faculty and administrative collaboration will be incorporated into a subsequent formal agreement and will be signed by the chief executive officers of both Institutions.

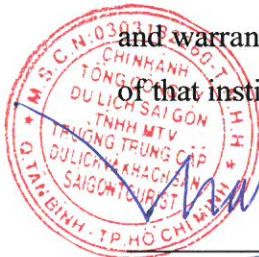
- I. Both Institutions agree to explore possible future institutional cooperation in relation to the following:
 - A. Faculty and administrative collaboration in the areas of instruction, research and exchanges for the purposes of professional development and university familiarization;
 - B. Student mobility;

- C. Exchange of materials in education and research, publications and academic information;
 - D. Joint academic programs drawing upon each Institutions respective institutional strengths and experiences in administering international programs;
 - E. Any public or official external communication with the use of each other's name, brand, and logo shall be approved first among the parties.
- II. The signatories agree further:
- A. When appropriate, the chief executives of each Institution will authorize their respective international offices to serve as the primary contact on future efforts related to this Memorandum;
 - B. Notwithstanding anything to the contrary in this Memorandum, and unless terminated earlier pursuant to mutual agreement or pursuant to the provisions of this Memorandum the obligations of the parties set forth herein shall remain in effect without limitation as to time;
 - C. Both Institutions agree that changes to law and policy may, at any time throughout the duration of this Memorandum, require amendments to the terms and conditions of this Memorandum. Any such amendments to this Memorandum shall be by way of a written Addendum, signed by both parties;
 - D. This Memorandum shall come into effect when the authorized representatives of both Institutions have signed it. Either institution may withdraw from and terminate this Memorandum at the completion of an academic year by giving the other Institution at least ninety (90) days written notice of such intent. It is further understood that the terminating Institution will only take such action after mutual consultation to avoid any possible inconvenience to the other Institution. The Institutions agree that termination will be implemented in such a way as to avoid negatively affecting continuing and recently initiated programs under this Memorandum;

- E. The Institutions recognize that performance of this Memorandum 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 STHC, NAU may cancel this Memorandum pursuant to Section II. D herein without further duty or obligation. STHC recognizes and understands that appropriation is a legislative act and is beyond the control of NAU;
- F. 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 to this Memorandum, and each Institution agrees to abide by those statutes. Copies of these statutes are available from the NAU's Center for International Education upon written request. In the same manner, STHC is subject to the laws of the country of Vietnam;
- G. The Institutions agree to comply with all applicable United States laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act. 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;
- H. STHC and NAU are the only parties to this Memorandum and are the only parties entitled to enforce its terms. Nothing in this Memorandum gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties or institutions unless such third parties or institutions are individually identified by name herein and expressly described as intended beneficiaries of the terms and conditions of this Memorandum;

- I. Each Institution is an independent contractor and is independent of the other. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Memorandum does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Memorandum 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 Memorandum to act as a legal representative of the other, 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;
- J. Each Institution will receive one copy of this agreement in English.

The individual signing below on behalf of the respective Institution hereby represents and warrants being duly authorized to execute and deliver this Memorandum on behalf of that institution and that this Memorandum is binding in accordance with its terms.



Mr. Vo Van Nhanh

Rector

Saigontourist Hospitality College

Date of Signature

Dr. Rita Hartung Cheng

President

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

Date of Signature