



MEMORANDUM OF UNDERSTANDING
between
UNIVERSITY OF FOREIGN LANGUAGE STUDIES –
THE UNIVERSITY OF DA NANG, VIET NAM
and
THE ARIZONA BOARD OF REGENTS
For and on Behalf of
NORTHERN ARIZONA UNIVERSITY, USA

To promote understanding and goodwill, strengthen cultural ties, promote research and development, and broaden student experience and horizons, University of Foreign Language Studies – The University of Da Nang, Viet Nam (hereafter referred to as UFLS) and the Arizona Board of Regents for and on behalf of Northern Arizona University, Flagstaff, Arizona, USA (hereafter referred to as NAU) agree to the following terms of collaboration set forth in this Memorandum of Understanding (MOU):

Article 1

Both UFLS and NAU will explore a collaborative relationship to the greatest extent possible, based on their respective academic and educational needs through:

- a) Short term semester scholar program;
- b) Three plus one program;
- c) Short term faculty teaching opportunities;
- d) Organization of collaborative research programs; and
- e) Organization of other joint academic activities agreeable to both institutions.

Article 2

In order to undertake the activities set forth in Article 1, the management and scholars of the parties to this MOU 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 party, signed by representatives endowed with legal capacity to bind the parties.

Article 3

Both parties accept that financial arrangements shall be negotiated in each case and shall be dependent on the availability of funds.

The parties shall aim to find sources of financial assistance for the activities and exchanges to be undertaken under the terms of this MOU.



Article 4

This MOU represents the total and complete agreement of cooperation between the parties. The representatives of the parties, or their authorized substitutes, shall meet frequently at suitable times to evaluate the implementation of this MOU and to decide on changes or additions thereto, which will not be of any force or effect unless in writing and signed by the authorized representatives with legal capacity to bind each party.

Article 5

This MOU shall come into effect when the authorized representatives of both parties have signed it. Either party may withdraw from and terminate this MOU by giving written notice before 30 June of any year of its intention to withdraw from and terminate, effective the beginning of the next calendar year. It is further understood that the terminating party will only take such action after mutual consultation to avoid any possible inconvenience to the other party. In the event of termination, appropriate arrangements will be made to allow students and/or faculty already participating in an exchange or program to complete the semester or academic year or program as applicable.

Article 6

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders of the United States of America governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

Article 7

It is clearly stated that the parties will have no claim for any damages that might occur because of unexpected, unforeseen events, such as an academic or administrative strike. It is understood that once the unforeseen event has ceased, the parties will resume the activities in the manner they were established.

Article 8

Both parties 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, UFLS is subject to provisions of the laws of Viet Nam.

Article 9

For UFLS, **Ho Thi Thuc Nhi**, Deputy Head of Office for Research and International Cooperation, Phone: + 84 905 29 00 95, Email: httnhi@ufl.udn.vn shall serve as liaison officer for this MOU and,

For NAU, **Daniel Palm**, Associate Vice President for Global Initiatives Center for International Education, Phone: +1(928)317-6475, Email: Daniel.Palm@nau.edu shall serve as liaison officer.

Article 10

Notwithstanding anything to the contrary in this MOU, and unless terminated earlier pursuant to mutual agreement or pursuant to the provisions of this MOU the obligations of the parties set forth herein shall remain in effect without limitation as to time.

Article 11

The parties 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 UFLS, NAU may cancel this MOU without further duty or obligation. UFLS recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

Article 12

Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This MOU does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party 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 party acknowledges that the relationship of the parties hereunder is non-exclusive.

**THE UNIVERSITY OF DA NANG
UNIVERSITY OF FOREIGN LANGUAGE
STUDIES**



By: *

**Assoc. Prof. Dr. Tran Huu Phuc
Rector**

Date: May 20, 2019

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

By: *

**Dr. Rita Hartung Cheng
President**

Date: May 15, 2019