

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF MARYLAND, COLLEGE PARK  
THE UNITED STATES OF AMERICA**

**AND**

**THE CROSS RIVER STATE GOVERNMENT OF NIGERIA**

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of all institutions, the University of Maryland, an agency of the State of Maryland, located in College Park, Maryland, and the Cross River State Government located in Calabar, represented in this transaction by the Ministry of Education and the Ministry of Agriculture and Natural Resources (hereafter, "the parties"), hereby enter into this Agreement for a period of three (3) years from the date this Agreement has been executed by both parties ("Term"):

**Article 1.** The parties shall engage in cooperation in fields of common interest and shall develop joint projects in these fields.

**Article 2.** Joint activities will be established by mutual agreement of the parties. These projects shall be undertaken to enhance the exchange of scientific knowledge and cultural traditions at the global level, in keeping with the commitment of the parties to international scientific and cultural exchanges.

**Article 3.** Subject to future specific implementing agreements signed by authorized officers of each institution, the parties may seek to engage in the following types of cooperation within agreed fields:

- a) Exchange of faculty, scientists, and students for research, teaching and study;
- b) Joint research activities;
- c) Exchange of scholars for seminars, conferences, academic meetings and education.
- d) Subject to separate written agreements, exchange of scholarly publications and other information, including library collections and services, in areas of interest to both parties.

**Article 4.** The parties will designate individuals with responsibility for the coordination and implementation of this agreement. Initial contact at the University of Maryland should be made with Joseph B. Scholten, Associate Director, Office of International Affairs (+1 301 405 1559;

[scholten@umd.edu](mailto:scholten@umd.edu)) Initial contact at Ministry of Education and the Ministry of Agriculture and Natural Resources should be made with Professor Offiong E. Offiong – Commissioner of Education ([ooffiong@crossriverstate.gov.ng](mailto:ooffiong@crossriverstate.gov.ng), [offiongeo@yahoo.com](mailto:offiongeo@yahoo.com) +2348037242530), and Mr. James Aniyom ([janiyom@crossriverstate.gov.ng](mailto:janiyom@crossriverstate.gov.ng), +234 8033158555) – Commissioner of Agriculture and Natural Resources.

**Article 5.** The parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

**Article 6.** The parties agree to exercise their best efforts in securing outside funding for joint projects.

**Article 7. Entry and Visa Requirements for Visiting Faculty and Students:** The parties acknowledge that visits by faculty, scientists and students from one institution to the others shall be subject to the entry and visa regulations of the United States and Nigeria, and also shall comply with the regulations and policies of the University of Maryland, and The Cross River State Government of Nigeria.

**Article 8. Subsidiary Agreements:** The parties understand this Agreement cannot detail how each collaborative project will be implemented, administered, or funded. As a result, the parties agree that they will need to enter into separate subsidiary agreements for each project they agree to undertake. Each subsidiary agreement will address the scope of work; each party's contributions and obligations to the project; the administration, coordination and implementation of the project; the respective rights of each party to own, use and license intellectual property that is developed in the course of the project, and other issues the parties may mutually agree to address.

**Article 9. Disclosure of Results of Academic and Research Activities:** It is the policy of the University of Maryland that instruction, research, and services will be accomplished openly and without prohibitions on the publication and dissemination of the results of academic and research activities. As a result, the University of Maryland may not conduct classified or “sensitive but unclassified” work except with the prior written authorization of its President and the University System of Maryland Chancellor.

To assure compliance with University of Maryland policy and to protect the interests of both parties, if, in the course of conducting discussions or performing work under a separate subsidiary agreement, one party wishes to disclose information to the other party that the disclosing party considers to be proprietary, non-public, or confidential, the parties shall execute a nondisclosure agreement.

**Article 10 Export Control Laws and Regulations:** The export control laws and regulations of the United States, including the Export Administration Act and its implementing regulations, the Export Administration Regulations (15 CFR §§ 730 *et seq.*); and the Arms Export Control Act and its implementing regulations, the International Traffic In Arms Regulations (22 CFR §§ 120 *et seq.*) ("Export Control Laws"), prohibit the disclosure to foreign countries and nationals of foreign countries of certain technical data under certain circumstances ("Controlled Information") without first obtaining a license from the appropriate U.S. government agency. Accordingly, the parties

acknowledge that the evaluation, selection and funding of projects under this Agreement must take into account and may be affected by the restriction of Export Control Laws.

**Article 11. Principles of Equal Opportunity and Non-Discrimination:** It is understood that both the University of Maryland and of the Cross River State Government, Nigeria, subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. Both the University of Maryland and the Cross River State Government, Nigeria, shall abide by these principles in the administration and implementation of this Agreement and individual undertakings, and neither party shall impose criteria that violate principles of nondiscrimination on the selection of scholars or students.

**Article 12. Review and Renewal:** Both parties shall review the status of this Agreement in the third year of the Term to determine any modifications that might be beneficial or necessary. The Term of this Agreement may be renewed or extended by mutual written consent of authorized officials of both parties.

**Article 13. Termination:** The parties may terminate this Agreement at any time by mutual agreement. Either party may terminate this agreement with written notification, signed by a designated official of the party initiating termination. Such notification must be given to the other party at least six months in advance of the effective date of termination. Undertakings still in progress at the time of termination shall continue until completion unless the parties agree otherwise in writing. Termination of this agreement shall be without prejudice to the fulfillment of obligations that have fallen due and remain outstanding on the part of either party.

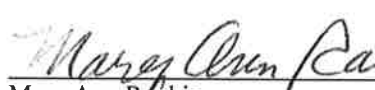
**Article 14. General:** The relationship between the University of Maryland and the Cross River State Government, is that of independent contractors. Neither institution is nor shall be deemed to be a partner or agent of the other, and neither institution shall represent itself as such. This Agreement may be executed in multiple counterparts exchanged by facsimile or other electronic means of duly-signed duplicates, each of which shall be deemed an original but together shall constitute one and the same agreement.


**Article 15 Dispute Resolution:** Any dispute arising between the parties from the implementation of this agreement shall be resolved by negotiation and mediation.

University of Maryland, College Park

Ministry of Agriculture and Natural Resources (for Cross River State)

Ministry of Education

  
Mary Ann Rankin  
Senior Vice President and Provost

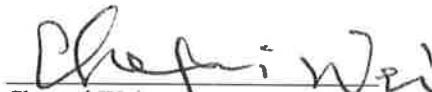
  
James Aniyom  
Commissioner

  
Offiong E. Offiong  
Commissioner

August 20, 2013  
Date

August 20, 2013  
Date

20/08/2013  
Date

  
Cheng-i Wei  
Dean, College of Agriculture and Natural Resources

August 20, 2013  
Date