

Memorandum of Understanding

The Board of Regents of the University of Nebraska d/b/a University of Nebraska at Omaha, a public university located in Omaha, Nebraska, USA, for and on behalf of its STEM TRAIL Center (collectively "UNO") and The ICT University, a private university located in Yaounde, Republic of Cameroon ("ICT"), each a "party" and together "the parties," wish to establish a cooperative relationship through mutual assistance in the areas described here, and agree as follows:

1. **Scope of the MOU.** Each party may offer to the other opportunities for activities and programs that will foster a collaborative relationship. No funds will be exchanged.
2. **General Areas of Cooperation.** Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each party's respective authorized representatives. The parties intend to collaborate on the development of programs, projects, or activities surrounding education. Such activities may include:
 - Service learning awareness/expanded message;
 - Learning analytics;
 - Pedagogy;
 - Cultural exchanges (Fulbright and others--faculty, students, etc.);
 - Economic advising;
 - Mentorship and co-mentorship re: programs;
 - Needs assessment planning; and
 - Online learning (best practices) and reaching audiences without geographic proximity

The terms for the implementation of cooperation, including administrative and financial details, will be reviewed and agreed upon in writing on an individual basis following discussion between the parties.

3. **Separate Agreements.** Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including budgets.
4. **Duration of the MOU.** This MOU shall be effective on the last signature date and continue for a period of three (3) years. Thereafter, this MOU may be renewed for subsequent terms per the mutual written agreement of the parties. At the conclusion of each term, the parties intend to review this MOU to evaluate the progress and the quality of the mutual cooperation. Either party may terminate this MOU by providing thirty (30) days advance written notice to the other party.
5. **Amendments.** This MOU may be amended and supplemented by mutual agreement of the parties.

6. **Use of Names.** The parties shall not use the other party's official names, logos, trademarks, or copyright protected insignias in any promotional, publicity or advertising materials without the express written consent of the other party.
7. **Binding Obligations.** This MOU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is intended to facilitate discussions regarding general areas of cooperation.
8. **Liability.** Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this MOU, and for any loss, cost, or damage caused thereby during the performance of this MOU.
9. **Intellectual Property.** The parties agree that all rights in any intellectual property shall be owned by the party that created the intellectual property. Intellectual property jointly created by the parties shall be owned jointly. Control, use of such intellectual property, and distribution of revenue derived there from shall be negotiated in a contract between the parties, separate from and subsequent to this MOU. Intellectual property developed, acquired, held, controlled, or owned by either party prior to or outside the context of the parties' relationship created by this MOU shall be and remain the sole property of the party that developed, acquired, held, controlled, or owned it.
10. **Exchange of Information.** The parties may enter into subsequent mutual non-disclosure and confidentiality agreements prior to exchanging information.
11. **Legal Obligations.** The parties hereby agree that nothing in this MOU shall be deemed to require either party to breach any mandatory statutory law under which each party is operating.
12. **Authorized Signatories.** Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated. Each party will designate a Liaison Officer to discuss and explore the development of specific activities or programs.
13. **Entire Agreement.** This MOU represents the entire understanding between the parties. No other prior or contemporaneous oral or written understands or promises exist with regard to the parties' relationship. This MOU supersedes any previous understandings, representations, commitments, and agreements, whether oral or written, between the parties pertaining to the subject matter of this MOU.

The undersigned warrant that they are properly authorized officers of the organization to enter into this MOU and accept the terms provided herein.

**Board of Regents, University of Nebraska
d/b/a University of Nebraska at Omaha**

The ICT University




Tiffani Hix, MBA, CRA
Director of Research and Creative Activity

Prof. Victor Mbarika, Ph.D.
President of the Board of Trustees

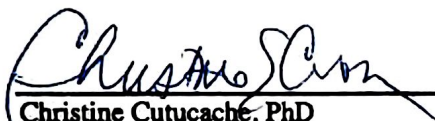
03/04/22 | 14:01 CST

Date

2/25/2022

Date

For the STEM TRAIL Center



Christine Cutucache, PhD
Director, STEM TRAIL Center