

COPY

Memorandum of Understanding

between

Minot State University

and

University of Lodz - Faculty of Management

IN FURTHERANCE OF THE EDUCATIONAL BENEFITS
THAT EACH UNIVERSITY CAN GAIN FROM THE OTHER,
EACH AGREES TO ENTER INTO THIS
MEMORANDUM OF UNDERSTANDING.
IN DOING SO EACH UNIVERSITY ACKNOWLEDGES
THE HIGH QUALITY OF THE TEACHING
AND RESEARCH CONDUCTED AT THE OTHER

Memorandum of Understanding

The objective of this agreement is to promote long-term cooperative activities. In order to promote cooperation between Minot State University and University of Lodz-Faculty of Management (“the parties”) the parties agree as follows:

This Memorandum Of Understanding (MOU) is made and entered into on .../.../2016 in Minot, North Dakota, USA, between **Minot State University** situated at 500 University Avenue West, Minot, North Dakota, USA (hereafter referred to as “MSU”) and **University of Lodz-Faculty of Management** situated at Ul. Matejki 22/26, Lodz, 90-237, Poland, (hereafter referred to as “UL”); and each university is referred to as a “university.”

1. PREAMBLE

The University of Lodz is the one of the largest academic center in Poland, with 40,000 students. The Faculty of Management includes nine academic departments and supports degrees at the undergraduate, graduate, and doctoral level. The Polish-American Management Center (PAM), established in 1995, houses the Polish-American Executive MBA Program.

Minot State University College of Business was organized into a separate academic unit in 1927. It is accredited by the IACBE, International Assembly for Collegiate Business Education, the Higher Learning Commission and NCATE, National Council for Accreditation of Teacher Education. MSU is one of the leading educational institutions in the fields of management and international business in North Dakota.

With a view to advancing a collaborative relationship, the two universities agree to subscribe as signatories to this MOU with and to work together to develop a formal agreement in academic partnership and create programs of value to both parties. Further, the agreement is intended to advance the interests of both universities and contribute to an enduring institutional linkage for education, co-operation and assistance.

2. OBJECTIVES OF JOINT COLLABORATION

The objective of the joint collaboration between **MSU** and **UL** is to design, develop and deliver academic and business programs and to set out the roles and responsibilities of the universities in working collaboratively toward a common purpose of benefiting students and other members of the university and affiliated communities. The scope of the agreement includes but is not limited to the areas of collaboration outlined in the next Article of this MOU.

1. The parties will encourage direct contact and cooperation between their faculty and administrative staff, divisions and other units.
2. Within fields that are mutually acceptable, the parties intend to pursue the following general forms of cooperation:
 - a. Visits by and exchange of students for the purposes of study and research.
 - b. Visits by and interchange of staff for the purposes of research, teaching and discussions, and professional development.

- c. Exchange of information including, but not limited to, exchange of library materials and research publications.
 - d. Joint research activities.
 - e. Joint participation in internationally funded projects.
 - f. Joint course development and delivery.
 - g. Participation in degree and non-degree programs.
 - h. Participation in business outreach and networking opportunities.
3. Both parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and any agreement will be subject to the availability of funds.
4. In respect to any particular form of cooperation, this Memorandum of Understanding (“MOU”) may have, from time to time, written agreements annexed to it with regard to any specific project.
5. If this MOU remains dormant for three years from the date it is signed by the parties or by the later date of signature if the signatures are not concurrent, it will be deemed to have lapsed. Where this MOU continues to be active, the parties agree to review it with a view to extending its term.
6. This MOU may be terminated at any time by either party by mutual written agreement or in any event by six months’ written notice from either party to the other for any reason or for no reason.
7. Any termination of this MOU under clause 6 will not operate to prejudice an individual student or staff member engaged as the date of termination in an activity outlined in sub-clauses (a) or (b) of clause 2. The intention being that such individual activity will be permitted to reach its natural or contemplated conclusion.
8. For the purpose of this MOU, “active” means some substantive activity under at least one of the forms of co-operation outlined in clause 2 above.
9. A party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.
10. No party will have the right to use the name or the logo of another party without that party’s prior written consent and other conditions attached to such consent.
11. The underlying principle of the joint collaboration between the two universities is to nurture an enduring long term relationship and to deliver programs of value to both parties. Both Parties shall endeavor to uphold the value of this MOU and shall seek to fulfill their respective commitments. From this stand point, the two universities will be open for consideration of fresh ideas and innovative programs, the specific details of which will be separately discussed and agreed upon before their implementation.

12. This MOU comes in effect immediately after signing by the two parties. As our global economic environment is constantly evolving, this MOU is treated as a living document and can be amended in writing with the mutual consent of the two universities to address the changing conditions and constraints.

13. The address for notices at Minot State University is:

*Ms. Libby Claerbout
Director, International Programs
Minot State University
500 University Ave. West
Minot, ND 58707, USA
Telephone: +1-701-858-4155
Fax: +1-701-858-3279
E-mail: libby.claerbout@minotstateu.edu*

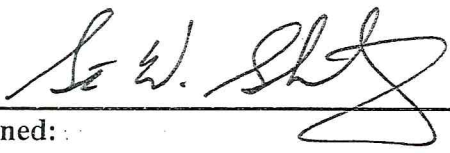
The address for notices at University of Lodz – Polish-American Management Center is:

*Ewelina Zarzycka, PhD
University of Lodz
Faculty of Management
Department of Accounting
Ul. Matejki 22/26
Lodz, 90-237, Poland
Telephone: +48 42 635 49 57
Fax: +48 42 635 4959
Mail to: ezarzycka@uni.lodz.pl*


14. This MOU may be modified by a written document signed by the parties that clearly expresses an intention to modify this MOU and which sets forth such modifications.

15. Agreements for specific programs are presented as separate pages in Appendices following the signatures.

Signed by both parties as a Memorandum of Understanding by:



Signed: **Dr. Steven Shirley**
President
Minot State University
Date 9-22-16



Signed: **Prof. Grzegorz Urbanek Ph.D.**
Pro-Rector for Economic Affairs
University of Lodz
Date 22.09.2016