



Inspiring Excellence

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AMERICAN INSTITUTE OF BANGLADESH STUDIES  
AND  
BRAC University**

This Memorandum of Understanding (MoU) is made by and between American Institute of Bangladesh Studies (hereinafter referred to as “AIBS”), located at 52/1, Hasan Holdings [9<sup>th</sup> Floor], New Eskaton Road, Dhaka-1000, Bangladesh, and BRAC University (hereinafter referred to as “BRACU”), located at 66 Bir Uttam AK Khandakar Road, Dhaka 1212, Bangladesh.

WHEREAS, both AIBS and BRACU desire to establish the collaboration of two multi-disciplinary organizations in order to serve one purpose: to enrich intellectual capabilities through exchange of knowledge.

**I. Objectives**

**NOW, THEREFORE**, the parties enter into this MoU and declare their mutual intention in principle to cooperate and develop the academic, research and cultural interchanges outlined in this agreement for the mutual benefit of their respective institutions, faculty members and students. Both parties agree as follows:

- A) To invite as appropriate and convenient AIBS Research Grant fellows and other intellectuals from Bangladesh or United States as scholars to BRACU for sharing their field of knowledge and for introducing them to the faculty members and students of BRACU;

**B)** To sponsor/get sponsored to conduct seminars/workshops/conferences jointly with BRACU in either the AIBS premises or on the BRACU campus, as may be identified from time to time;

**C)** To undertake joint research projects and attract combined funding from various organizations to conduct research programs of mutual interest;

**D)** To pursue joint publications in refereed national and international journals, periodicals, and magazines;

**E)** To promote internships for BRACU students to study abroad, as well as create opportunities for international students intending to visit BRACU.

## **II. Other Cooperation**

Both parties agree in principle to pursue other cooperative initiatives. Examples of future collaborations may include articulation agreements, exchange of academic materials, faculty/fellow exchange, future co-sponsored conferences and symposiums, and joint research activities. Any future initiatives shall be set forth in a separate agreement and mutually consented in writing by both parties.

## **III. General Provisions**

### **A) Compliance, Applicable Law, Licensure, Accreditation**

Both AIBS and BRACU shall be responsible for compliance with and implementation of applicable respective, national, state, regulatory and/or licensing agencies during the term of this MoU, which shall be governed by and construed in accordance with applicable laws and statutes of the respective regulatory agencies of AIBS and/or BRACU, and shall be contingent upon AIBS and BRACU securing and maintaining all necessary accreditation, approvals and/or clearances.

### **B) No Assignment**

Neither party shall be permitted to assign or transfer any interest in this MoU without the other party's prior written approval.

### **C) Term of MoU**

This MoU shall be valid for a period of five years commencing on **January 1, 2016** and ending on **January 1, 2021**. Upon the expiration or termination of this MoU, both parties may consent to renew this MoU for an additional term as mutually agreed upon in writing and signed by both parties.

### **D) Relationship of Parties**

This MoU is not intended to establish an employer/employee, joint-venture, partnership or an agency relationship between the parties (AIBS and BRACU), either expressly or by necessary implication. Parties are required to discharge their obligations independent of any above relationship.

### **E) Termination**

In the event that either party wishes to terminate this MoU, a thirty (30) days written notice must be given to the other party. Upon termination, any faculty or student or fellow involved in other cooperation activities as set forth in separate written agreement shall be permitted to complete those activities unless both parties mutually consent to terminate such agreements.

### **F) Nondiscrimination**

Both AIBS and BRACU subscribe to a policy of equal opportunity and do not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, handicap, sexual orientation, or other protected classes.

### **G) Trademarks**

The parties recognize and acknowledge that all rights and goodwill in their respective trademarks are the exclusive property of their separate organizations. AIBS may announce its affiliation with BRACU (and vice versa) with respect to this MoU in its catalog or other printed materials, and may publicize the cooperative initiatives with each other's consent as set forth in this MoU and separate written agreements between the parties in a manner deemed mutually acceptable to the parties. Except as set forth above, the parties agree not to use the other's name or other trademarks in



advertising, marketing or other materials without the prior written permission of the other.

#### **H) Financial Commitment**

Nothing in this MoU shall be deemed a commitment of obligation of funds from either party.

#### **I) Reporting**

Both the parties shall be reportable to their own authorities regarding any activity conducted under this MoU on their own accord. For example, AIBS shall report to the Council of American Overseas Research Centers (CAORC).

#### **J) Entire Understanding**

This MoU sets forth the entire understanding between the parties and no amendments or modifications shall be made to this MoU, except in writing signed by both parties.

The envisaged arrangement of the Memorandum of Understanding is not entered into as a formal legal agreement and shall not be subject to a legal jurisdiction in a Court of law.

**IN WITNESS WHEREOF**, each of the undersigned has caused this MoU to be duly executed in its name and on its behalf.

**FOR AMERICAN INSTITUTE OF  
BANGLADESH STUDIES**

**FOR BRAC UNIVERSITY**

By: 

By: 

Professor Dr. Golam M. Mathbor  
President, AIBS

Professor Syed Saad Andaleeb, Ph.D.  
Vice Chancellor, BRAC University

Dated: 12/28/2015

Dated: Dec. 28, 2015