

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN INSTITUTE OF BANGLADESH STUDIES
AND
SHAHJALAL UNIVERSITY OF SCIENCE AND TECHNOLOGY**

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 [14th Floor], New Eskaton Road, Dhaka- 1000, Bangladesh, and Shahjalal University of Science and Technology, Bangladesh (hereinafter referred to as "SUST"), located at Kumargaon, Sylhet-3114, Bangladesh.

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

I. Background

AIBS and SUST have developed their mutual cooperation in exchanging intellectual benefits since January 2013 when AIBS had arranged its 3rd Outreach Lecture, presented by Dr. Golam M. Mathbor, President of AIBS and Professor and Chair of Interdisciplinary Studies, Monmouth University, USA, at the premise of SUST. Both parties intend to continue this support towards each other on future programs by signing an official MOU.

II. 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 AIBS Research Grant fellows, relevant University authorities and other intellectuals from Bangladesh or US as international scholars to SUST for presenting their field of knowledge and introducing them to the faculty members and students of SUST.

B) To sponsor/get sponsored to conduct seminars/workshops/conferences jointly with SUST in either AIBS premise or SUST campus, as may be identified from time to time.

C) To undertake joint research projects for attracting combined funding from various organizations to carry on research programs of mutual interest;

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

III. 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.

IV. General Provisions

A) Compliance, Applicable Law, Licensure, Accreditation

Both AIBS and SUST shall be responsible for compliance with and implementation of applicable respective, national, state, regulatory and/or licensing agencies during the term of this agreement, which shall be governed by and construed in accordance with applicable laws and statutes of the respective regulatory agencies of AIBS and/or SUST, and shall be contingent upon AIBS and SUST 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 Agreement without the other party's prior written approval.

C) Term of Agreement

This MOU shall be for a period of five years commencing on August 12, 2014 and ending on August 11, 2019. 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) Independent Contractors

Both AIBS and SUST are independent contractors. It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between AIBS and SUST. Rather, in discharging all duties and obligations hereunder, SUST shall at all times be and remain in an independent contractor relationship with AIBS.

E) Termination

In the event that the either party may elect to terminate this agreement upon thirty (30) days written notice to the other party. Upon termination, any faculty or students or fellows 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 terminating such agreements.

F) Nondiscrimination

Both AIBS and SUST 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 SUST with respect to this MOU in its catalog or other printed materials, and may publicize the cooperative initiatives 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 Agreement

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.

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 SHAHJALAL UNIVERSITY OF
SCIENCE AND TECHNOLOGY

By: 

By: 

Print: _____

Print: _____

GOLAM M. MATHBOR
President
American Institute of Bangladesh Studies

Vice Chancellor
Shahjalal University of Science
& Technology, Sylhet-3114.

Title: _____

Title: _____

Dated: August 12, 2014

Dated: August 12, 2014