Memorandum of Understanding

between

Minot State University

and

Harstad University College

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 Harstad University College ("the parties") the parties agree as follows:

1. The parties will encourage direct contact and co-operation 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.
   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.

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

   The address for notices at Harstad University College is:
   Ms. Sigrid Ag
   Head of International Affairs
   Harstad University College
   Havnegata 5
   9480 Harstad, Norway
   Telephone: +47 77 05 81 24
   Fax: +47 77 05 81 01
   E-mail: Sigrid.Ag@hih.no

12. This MOU may be varied by a further written document signed by the parties that expresses an intention to vary this MOU.

Signed by both parties as a Memorandum of Understanding by:

David Fuller
President
Minot State University
Date: September 8, 2009

Inger Aksberg Johansen
Rector
Harstad University College
Date: 17 Oct. 2009