

**MEMORANDUM OF AGREEMENT
REGARDING A COLLABORATIVE RELATIONSHIP
BETWEEN
EAST CAROLINA UNIVERSITY (ECU), UNITED STATES
AND
Ecole Nationale Polytechnique (ENP), ALGERIA**

This Memorandum of Agreement ("MOA" or "Agreement") is hereby made and entered into by and between East Carolina University, Greenville, North Carolina, USA, a constituent institution of the University of North Carolina, (ECU) and Ecole Nationale Polytechnique, Algiers, Algeria, (ENP).

WHEREAS, this MOA reflects consensus between these institutions to pursue the establishment of a formal collaborative relationship to promote international excellence in higher education through membership in the Global Partners in Education (GPE) association;

WHEREAS, ECU and ENP seek to foster collaborative educational opportunities including courses, conferences and international exchange lectures, student activities and organizations and professional development;

WHEREAS, GPE is not itself a legal entity, but is instead a voluntary association of Participant organizations, including ENP, and administered by ECU by virtue of authority granted to it in Organization's Charter ("the Charter") a copy of is available to Participant Institutions upon request and is attached hereto as Appendix A;

WHEREAS, ENP wishes to join GPE and accept the benefits, roles, duties and responsibilities as a partner and participant as set forth in this MOA and GPE's Charter;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

A. Mutual Obligations:

1. ECU and ENP agree to co-operate in discussions to identify areas where staff and students of both institutions can work together through the programs of GPE, including ECU's Global Academic Initiatives, to promote international excellence in higher education;
2. ECU and ENP, based on principles of equality, have reached an agreement to establish this collaborative relationship by participating in GPE Courses (Global Understanding, Asynchronous Global Understanding, Global Business, Global Environment, Global Education, and/or Global Health) using videoconferencing and other internet-based tools. English will be the

language used in this project. Participation will require each university to maintain appropriate technological capabilities; and

3. ECU and ENP will share information with the other to help promote mutual understanding, and each will respect the confidentiality and intellectual ownership of this information as may be required or permitted by law.

B. Ecole Nationale Polytechnique Obligations:

1. ENP shall recognize the GPE Charter and fulfill the requirements of the relevant *Core* ("the CORE") documents associated with the courses participating in, representing the expectations and requirements for participation in the GPE program, including actively participating in programing and assessment, as well as complying with requests for information and administrative decisions related to GPE. Copies of Cores associated with courses in which ENP participates will be provided. All Cores can be found on the GPE Resource site at <https://www.thegpe.org/gpe-resources/>.

ENP shall timely pay membership fees associated with GPE to ECU by April 1st of each calendar year, beginning in the calendar year 2022. If payment is not received within (60) days of due date, ENP will be notified and such failure to pay may result in suspension of membership in GPE and may include suspension of some or all GPE support, Course and GPE activity participation, other GAI activity participation, website access, or other materials until fees are paid or until the parties otherwise reach an agreement. Institutions may join GPE as an Associate or Full member.

Information on the membership fees and tiers is found in the *GPE Membership Fee Structure*, attached here to as Appendix C. For institutions joining GPE after March 1 of any given calendar year, the membership fee due will be prorated on a semester basis and will be due within 60 days of membership application. Membership fees may be reassessed upon renewal or modification of this MOA.

2. ENP will bear its own costs associated with participation in program, including, but not limited to providing a teacher, technology support and other administrative and equipment costs associated with the day to day operation of the curriculum.
3. ENP will be subject to performance evaluations by GPE based on criteria established in the GPE Charter and CORE documents. In the event that ENP fails to meet minimum performance obligations, ENP will be placed on probation and provided an evaluation report that includes areas for remediation. If the following evaluation cycle shows a lack of appropriate progress towards remediation, such failure may

result in suspension of membership in GPE and may include suspension of some or all GPE support, class and GPE activity participation, website access, or other materials.

4. ENP shall participate in GPE evaluations of courses each semester to provide feedback and information on student and partner performance and respond in a timely manner to information requests.
5. ENP shall ensure appropriate scheduling and staffing of GPE courses, inform GPE of any staffing changes, and ensure new staff participate in GPE training provided by ECU.

C. ECU Obligations:

1. ECU shall administer and operate as Secretariat of GPE and maintain base of operations and archives for GPE, as pursuant to GPE Charter. ECU shall provide leadership and evaluation, accounting services, business and administrative services, personnel services, training services and technology and pedagogy support as necessary to carry out its duties herein. Any administrative services provided by ECU are subject to the policies, procedures, and legal requirements of the State of North Carolina and ECU;
2. ECU shall operate technology required for program operations;; operate an informal help network; coordinate master course scheduling; provide instructor training, and provide general implementation support;
3. ECU shall, as Secretariat and administrator of GPE, exercise oversight of GPE operations;
4. ECU shall recognize the GPE Charter and fulfill the requirements of all Cores, representing the expectations and requirements for participation in the GPE program, including actively participating in programmatic and administrative decisions related to GPE.

D. Future collaborative educational opportunities related to exchange or mobility

For each program or project collaboration seeking to establish relationships of student/faculty exchange or mobility which are beyond the intent of this MOA and the purpose of GPE, the parties shall discuss and agree on the objectives, implementation and any financial arrangements, and shall enter into a separate agreement memorializing the parties mutual obligations. The parties will agree to the terms and conditions of each program or project collaboration in writing in advance.

Under no circumstances will any collaboration include or require disclosure of export controlled items or information, such as equipment, components, software, and technology specifications subject to US Federal Export

Administration Regulations (EAR)(CFR 15 Parts 300-799), International Traffic in Arms Regulation (ITAR)(CFR 22 Parts120-130), and any other export control-related regulations (including but not limited to, Office of Foreign Assets Control).

E. FERPA

The parties acknowledge that performance of this MOA may require the parties to exchange confidential student information subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). ENP agrees to maintain all personally identifiable information of ECU students in a confidential manner and release them only to ECU officials with a legitimate educational interest or as otherwise allowed by applicable law. ENP agrees to notify ECU prior to releasing personally identifiable confidential student information to a party other than ECU.

F. Limited Liability

The liability of ECU, as an agency of the State of North Carolina, for any injury or damage arising out of this MOA or ECU's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S.§143-291, et. seq. ("Act"). ECU does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent ECU.

G. Applicable Law

The parties agree that the place of this MOA, its situs and forum, shall be Pitt County, North Carolina, and all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this MOA shall be interpreted and governed by the laws of the State of North Carolina.

H. Amendments

All amendments, modifications, alterations or changes to the MOA shall be in writing and signed by both parties.

I. Entire Agreement

This MOA represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, whether written or oral, in connection with such subject matter.

J. Term

This Memorandum of Agreement shall be effective as of the date of the last signature below and shall continue for a period of five (5) years, and shall be renewable for additional five (5) year terms, unless earlier terminated as set forth below. Either party may terminate this Agreement on sixty (60) days written notice.

K. Independent Contractors

The relationship of ENP and ECU shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

L. Notice

Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

(a) ENP:

Office of Information and Communication Systems and External
Relations
Ecole Nationale Polytechnique
10 Rue des Frères OUDEK, El Harrach 16200
Algiers, Algeria

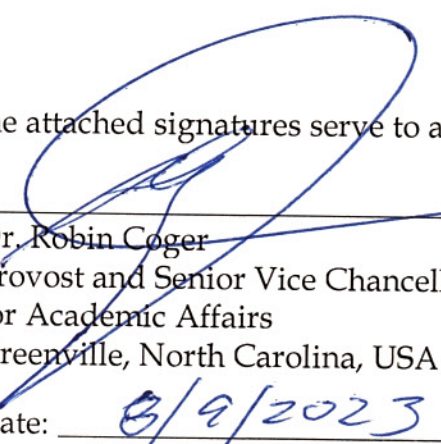
(b) ECU:

Office of Global Affairs
East Carolina University
306 East 9th Street
Greenville, NC 27858-4353

M. Signatures

The undersigned warrant that they are duly authorized on behalf of the body they represent to sign this MOA and bind their respective entities to the terms of this Agreement.

The attached signatures serve to affirm this Memorandum of Agreement.


Dr. Robin Coger
Provost and Senior Vice Chancellor
for Academic Affairs
Greenville, North Carolina, USA

Date: 8/9/2023

Prof. Abdelouahab Mekhaldi
Director

Algiers, Algeria

Date: May, 28th 2023


الجامعة الوطنية المتعددة التقنيات
المهدي
أستاذ: مخالدي عبد الوهاب


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