



## Memorandum of Understanding of Educational Cooperation

### Between The University of Central Missouri And Tribhuvan University



The University of Central Missouri (hereafter referred to as UCM, Address: P.O. Box 800, Warrensburg, MO 64093) and Tribhuvan University, (hereafter referred to as Tribhuvan University, Address: PO Box No. 8212, Kirtipur, Kathmandu, Nepal) aim to establish and develop a strategic collaborative relationship in order to promote educational opportunities between the two institutions on the terms and conditions hereinafter set forth;

#### I. The Scope of this Agreement

The *Memorandum of Understanding* will serve as a general framework for institutional co-operation. Both institutions agree to promote the following educational opportunities based on their respective academic and educational needs:

- Undergraduate and graduate degree-seeking programs
- Short- and long-term Faculty Exchange
- English Language Institute short term programs
- Collaborative research and discovery, learning and teaching
- Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific written agreements based on the mutually agreed objectives and outcomes.

#### II. Period of Agreement

This Agreement shall be effective upon the date of final execution and will remain in force for a period of five years. This agreement may be renewed beyond five years by mutual written agreement. In addition, either university may terminate the agreement by providing notice to the other party in writing.

#### III. Activities Under This Agreement

It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

#### IV. Planning and Management of Activities

Each distinct collaboration program or activity will be described in a separate Program Specific Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity.

The parties understand that each Program Specific Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that University of Central Missouri may be required to contribute. Therefore, University of Central Missouri reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Program Specific Agreement and to structure its deliverables under the Program Specific Agreement in a way that maximizes the cost and liability efficiencies for the University of Central Missouri. The University of Central Missouri reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or any Program Specific Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by University of Central Missouri or any trustees of the University of Central Missouri).

## V. Admissions

- All students must successfully submit in a timely manner all required elements of UCM's international student online application, to include: application fee, IELTS/TOEFL scores, official transcripts translated in English, and satisfactory financial documentation, copy of passport.
- UCM's Graduate and International Student Services office will provide an I-20 form to qualified applicants after all the specified academic and financial documentation is provided. However, the awarding of student visa is decided by the appropriate US government official in Nepal.
- UCM Global Partnership Non-Resident Scholarship will be offered to students who meet the following criteria:
  - Student transfers from an institution that UCM has an active partnership agreement with.
  - Student must have a cumulative undergraduate GPA of 2.5 or graduate GPA of 3.0 on a 4.0 scale.
  - Student must meet all the admissions requirements, including English proficiency of 61 iBT TOEFL or 5.5 IELTS Academic for undergraduates and 79 iBT TOEFL or 6.0 IELTS for graduate students.
  - Students must maintain a cumulative undergraduate GPA of 2.5 or graduate GPA of 3.0 or better throughout the program.

Students who otherwise place into UCM's Intensive English Program and who earn a 2.5 while in the program will also qualify for the scholarship upon successful completion of the program. Students must maintain a cumulative 2.5 GPA or better throughout the program. Students who fall below the minimum GPA but return to the appropriate level may petition to have the Scholarship reinstated.

## VI. Institutional Coordinators

Each institution will nominate a designated individual who will communicate regularly with each other to monitor the progress of collaborative and staff/student exchange arrangements.

**VII. Funding of Activities**

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.

**VIII. Nondiscrimination**

The University of Central Missouri and TRIBHUVAN UNIVERSITY agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.

**IX. Modification**

The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

**X. Prevailing Language**

Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

**XI. Non-Binding**

This Agreement is non-binding and solely for the purpose of establishing a basis upon which the University of Central Missouri and TRIBHUVAN UNIVERSITY will continue discussions. Either the University of Central Missouri or TRIBHUVAN UNIVERSITY may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

**XII. Foreign Corrupt Practices Act** – the University of Central Missouri and Tribhuvan University represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors) contractors or other agents to take any action in connection with this Agreement or any separate Program Specific Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of) any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

**XIII. Terms of the Agreement**

This agreement shall come into effect from the date of signing by representatives of both institutions and continue for at least five years. Each institution agrees to provide timely notice to the other in the event of any modifications that might affect the compatibility for admission and transfer of coursework. This agreement may be subject to change, with notification, if institutional requirements change by either institution.

This *Memorandum of Understanding* is subject to the rules and regulations governing UCM and TRIBHUVAN UNIVERSITY.

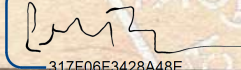
Signed on behalf of:

The University of Central Missouri

Signed on behalf of:

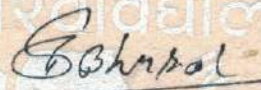
TRIBHUVAN UNIVERSITY

DocuSigned by:



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Dr. Phillip Bridgmon  
Provost and Chief Learning Officer



Prof. Dr. Shiva Lal Bhusal  
Rector



Date: April 24, 2023

Date: 23 March, 2023

