

MEMORANDUM OF AGREEMENT

Between:

AMERICAN UNIVERSITY
4400 Massachusetts Avenue, NW
Washington, DC 20016
United States of America

and

STONY BROOK UNIVERSITY
100 Nicholls Road 11790
Stony Brook, NY
United States of America

American University, a fully accredited private doctoral institution incorporated in 1891, and Stony Brook University, a fully accredited public doctoral institution established in 1957, recognize that an agreement to establish a relationship would be of mutual benefit.

Therefore, on this Thirty First day of March 2014, American University, represented by Scott A. Bass, Provost, and Stony Brook University, represented by Samuel L. Stanley, President, agree to the following:

1. To explore cooperative academic initiatives between the American University and the Stony Brook University Turkana Basin Institute. Any initiatives will be agreed upon and delineated by the department initiating the activity and will be specified in Supplements to this Agreement. The point of contact for academic administration of the Stony Brook University Turkana Basin Institute will be the Department of Anthropology at Stony Brook University.
2. That any expenses incurred by either institution under this Agreement will be the sole responsibility of that institution. American University expenses will be the responsibility of the department initiating the activity as specified in the Supplements to this Agreement.

3. That this Agreement will become effective on the date first written above and will be in effect for five (5) years from that date. This Agreement will be renewed by mutual agreement for an additional five (5) years, which requires a written renewal Agreement by both Stony Brook University and American University a minimum of six (6) months prior to the expiration date.
4. That this Agreement may be amended by means of common written consent on the part of the signatories or their duly authorized representatives.
5. That each institution, at any time, may communicate in writing to the other its willingness to terminate the Agreement or Supplemental Agreements to this Agreement. This communication will be effective six months after it is received by the other party. In such case, those activities that are being carried on and that would cause irreparable harm if they were to cease prematurely will continue until their total completion, always guaranteeing an equitable reciprocity between the parties, in accordance with the spirit of the Agreements.
6. Each institution shall seek prior written approval from the other for any materials in which either institution is mentioned or in which any institution's logo, symbol, name, design element, trademark or other written, drawn or electronically depicted representation is used. Any permission granted under this Agreement is for a non-exclusive, limited purpose related to the performance of this Agreement.
7. That Stony Brook University and American University warrant and represent that they are in compliance with all their respective country's laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.
8. That any obligations or expenses incurred prior to the date of this Agreement will not be governed by this Agreement, and American University will not be obligated for them

unless agreed to in writing and signed by the duly authorized representative of American University. Likewise, Stony Brook University will not be obligated for any obligations or expenses incurred prior to the date of this Agreement, unless agreed to in writing and signed by the duly authorized representative of Stony Brook University.

9. That each of the institutions' respective employees, faculty, agents and students will be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's responsibility under this Agreement, and said individuals agree to abide by the laws of the host country during participation in any such program or activity.
10. That it is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representative to discuss and work toward the resolution of any disputes, which may arise during the term of this Agreement.
11. This Agreement shall be governed and construed by the laws of the State of New York and the United States of America provided, however, that no provision, condition or object of the Agreement shall be construed to be in conflict with, or objectionable to, or impracticable under the laws of the country of any party hereto. In such an event, the parties agree to negotiate in good faith to determine applicable law and to insure lawful and viable performance of this agreement.

Now intending to be legally bound, American University and Stony Brook University have caused their duly authorized representative to execute this Agreement on the day and date first above written.

For American University

Scott A Bass 4/2/14
Scott A Bass Date
Provost

For Stony Brook University

SL Stanley Jr 5/27/14
Samuel L. Stanley Jr., M.D. Date
President

Dennis Assanis 5/15/14
Dennis N. Assanis, Ph.D. Date
Provost

W. Arens 5.15.14
William Arens, Ph.D. Date
Vice Provost, Global Affairs
Dean, International Academic Programs and Services