



FHWS

Hochschule
für angewandte Wissenschaften
Würzburg-Schweinfurt

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

BLUEFIELD STATE COLLEGE (BSC)

AND

UNIVERSITY OF APPLIED SCIENCES WÜRZBURG-SCHWEINFURT (FHWS)

Bluefield State College
219 Rock Street
Bluefield, West Virginia 24701
United States of America

University of Applied Sciences
Würzburg-Schweinfurt
Münzstraße 12, 97070 Würzburg
Germany

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PREAMBLE

Following communications between Bluefield State College, 219 Rock Street, Bluefield, West Virginia, United States of America, and University of Applied Sciences Würzburg-Schweinfurt, Münzstraße 12, 97070 Würzburg, Germany a formal Memorandum of Understanding is made between Bluefield State College (hereinafter "BSC") and University of Applied Sciences Würzburg-Schweinfurt (hereinafter referred to as "FHWS"). BSC and FHWS desire to establish certain cooperative programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest.

AGREEMENT

In contemplation of the relationship to be established and for consideration, parties agree as follows:

1. This Agreement replaces any and all previous agreements between the parties. Subsequent discussions, agreements and understandings, whether verbal or in writing, are subsumed by this Agreement. Any changes require written agreement by both parties.
2. This Agreement is not considered to be a contract creating legal and financial obligations between BSC and FHWS This Agreement is designed to facilitate and develop genuine and mutually beneficial study programs, research relationships, and exchange programs.
3. It is agreed that BSC and FHWS will work together to promote the following:
 - a. Student exchanges
 - b. Faculty and staff exchanges
 - c. Curriculum development
 - d. Exchanges of materials, documents, and equipment
 - e. Collaborative research in any field of interest common to both institutions
 - f. Creation and organization of conferences
 - g. Cultural exchanges and other activities to increase cultural links and mutual understanding between Germany and the United States of America
 - h. Ease of transfer of students between the two institutions; and,
 - i. Any other activity mutually agreed to between the parties.
4. This Agreement is incorporated into and will provide the foundation and framework for the particular projects developed by academic and administrative units from the two institutions and embodied in subsequent agreements. As specific projects are developed, memoranda of agreements will be created and signed by both parties regarding the specific terms of those projects.
5. This Agreement, when executed by the parties, shall continue for a period of three (3) years ending three years from the date of signing by both parties. Upon written agreement by both parties, this Agreement may be renewed for an additional period of time with notification at least six (6) months

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before expiration of the agreement. Either party may terminate the Agreement with six (6) months' written notice of intent to terminate.

6. Neither party is obligated to expend any resources in connection with this Agreement. To the extent that resources are expended in connection with this Agreement, each party is responsible for the resources necessary to perform its obligations under this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources. BSC and FHWS may jointly or individually seek funding and other support from third parties to support activities under this Agreement.

7. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint ventures or agents as between the parties. The parties to this Agreement are acting as independent participants. In the event that the parties decide to engage in activities which involve employment, separate agreements addressing those issues will be required.

8. The parties shall cooperate mutually to resolve any dispute or misunderstanding by collaboration and discussion.

9. Either party shall have the absolute right to terminate this Agreement with or without cause upon six (6) months' advance written notice to the other party.

10. This Agreement shall be considered in effect upon the signatures of all required representatives of each institution.

11. Contact persons shall be:

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Germany
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IN WITNESS WHEREOF, the authorized representative(s) of BSC and FHWS have executed two (2) copies of this Agreement.

Ted A Lewis, Ed. D.
Provost & VP for Academic
and Student Affairs
BLUEFIELD STATE COLLEGE



Signature
Date 10/15/21

Prof. Dr. Robert Grebner,
PRESIDENT
University of Applied Sciences
Würzburg-Schweinfurt



Signature
Date 14. SEP. 2021

