

MEMORANDUM OF UNDERSTANDING
between
The U.S. Department of State
and
Bluefield State University

I. Purpose

The U.S. Department of State's Office of Global Partnerships (GP) and Bluefield State University share the common goal of providing university students with a mechanism for learning about the work of the U.S. Department of State ("Department"). For this reason, GP and Bluefield State University (individually, "the "Participant"; collectively, "the Participants") enter into this Memorandum of Understanding ("MOU") to collaborate on the "Diplomacy Lab" public-private partnership, an initiative of the Department of State that enables the Department of State to "course source" research and innovation related to foreign policy by harnessing the efforts of students and faculty experts at colleges and universities across the country. The purpose of this non-binding MOU is to set forth the understandings and intentions of the Participants with regard to their shared objectives. The Participants are entering into this MOU while wishing to maintain their own separate and unique missions and mandates.

II. Authorities

GP enters into this MOU on behalf of the Secretary of State pursuant to the authority under 5 U.S.C. § 3111.

III. Objectives, Roles, and Responsibilities

This MOU reflects a desire to collaborate in the Diplomacy Lab public-private partnership. The partnership consists of Bluefield State University students assembled into teams (each a "Diplomacy Lab Team"), each guided by a faculty member, to undertake research projects identified by the Department and approved by Bluefield State University. The projects selected are intended to explore current, real-world diplomacy issues that are of mutual interest to the Participants and that are suitable for exploration in an academic environment.

For the purpose of this MOU, "student" means an individual who is enrolled, not less than half-time, in a course of study or training. An individual who is a student is deemed not to have ceased to be a student during an interim between school years if the interim is not more than 5 months and if such individual shows to the satisfaction of the Office of Personnel Management that the individual has a bona fide intention of continuing to pursue a course of study or training in the same or different educational institution during

the school semester (or other period into which the school year is divided) immediately after the interim.

Bluefield State University has no formal relationship with the Department or the U.S. Government, and is not subject to the control or direction of the Department or the U.S. Government within the scope of this MOU.

Bluefield State University intends to:

1. Recruit faculty to guide students in Diplomacy Lab Teams in projects identified by the Department and selected by Bluefield State University.
2. Recruit students to join Diplomacy Lab Teams to undertake projects. Bluefield State University will abide by its institutional non-discrimination and other policies in the selection of participating students.
3. Submit the finished product of each Diplomacy Lab Team (each a "Diplomacy Lab Product") to its corresponding Department point-of-contact and gerhartbr@state.gov as the projects are completed. In accordance with Bluefield State University policies, Bluefield State University and/or its participating students and faculty will own the Diplomacy Lab Products that they create and will have unrestricted rights to publish the Diplomacy Lab Products or derivatives thereof. The Department will have a non-exclusive right to use the Diplomacy Lab Products for governmental purposes.
4. Require each participating student, to the extent mandated by the Family Educational Rights and Privacy Act ("FERPA"), to grant an authorization permitting GP to receive and use the Diplomacy Lab Products as contemplated herein. GP separately confirms that it does not plan to use or disclose Diplomacy Lab Products in a way that would publicize the identity of any contributing student without the written permission of the respective student.
5. Require participating students, as a condition of participating in a Diplomacy Lab Team, to sign a Gratuitous Services Agreement affirming their understanding that they are not to be compensated by the U.S. Government or Bluefield State University for their participation in the Diplomacy Lab. Bluefield State University will provide copies of the signed acknowledgements to GP.
6. In the event a project requires participation of third-party collaborators, provide the names of any potential collaborators to GP before entering into discussions in pursuit of participation by such collaborator, enabling GP to vet the potential collaborator and conduct requisite due diligence on such collaborator.

7. Ensure that any original research performed by Bluefield State University students participating in the Diplomacy Lab complies with relevant federal, state, and institutional standards and laws on ethical research, including Title 45 Code of Federal Regulations Part 46.
8. As required by law and pursuant to the signed acknowledgement from the student participant, disclose to GP the name of any member of a student Participant's immediate family who is employed by the Department. Immediate family member is defined as a parent, step-parent, sibling, or guardian. If GP determines that a conflict of interest exists as a result of the family member's employment, Bluefield State University and GP plan to determine by mutual arrangement the appropriate steps to adequately manage or eliminate the conflict, including but not limited to recusal of the family member from involvement with the Diplomacy Lab. If, in its reasonable discretion, GP determines the conflict cannot be adequately managed, Bluefield State University and GP plan to employ good faith efforts to place the student Participant on a substantially similar Diplomacy Lab Team where no such conflict exists.
9. For Diplomacy Lab Teams invited to brief officials in person in Washington, DC, explore the possibility of providing funding to support Teams' travel and accommodation.

GP intends to:

1. Provide Bluefield State University with a menu of possible projects for consideration, drawn from Department offices' requests. Bluefield State University then plans to select several projects to be undertaken by Diplomacy Lab Teams.
2. Review the project selections of each university in the Diplomacy Lab partnership, including Bluefield State University.
3. Coordinate with the Department requesting office of each project to facilitate at least two video/tele-conferences during the semester between that Department office and the corresponding Diplomacy Lab Team, and a final video/tele-conference after the Team's final work product has been finished and sent to the Department.
4. As necessary, assist in the coordination of an in-person briefing in Washington, DC by any Diplomacy Lab Team invited to do so by its corresponding Department office.
5. Coordinate the Department's internal review of any possible third-party collaborators proposed by Bluefield State University to ensure that they are

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suitable and that there is no conflict of interest with relevant Department programs, operations, or policies.

6. In the event that a third party desires to contribute funds or in-kind contributions directly to the Department for the Diplomacy Lab, to the extent that that the private-sector party's involvement will affect Diplomacy Lab-related activities at Bluefield State University, GP intends to inform Bluefield State University on the terms of the proposed contribution, in addition to seeking and obtaining approval from within the Department.

IV. Dispute Resolution

In the event of a disagreement under this MOU, the Participants intend to negotiate to resolve the disagreement in good faith.

V. Publicity

The Participants intend to work together to coordinate appropriate publicity in support of the Diplomacy Lab and its activities. They propose activities which may include, among other things: press releases, advertisements, websites, pamphlets, etc. The Participants intend that any written promotional material by either participant containing the other participant's name, seal, or other branding and that references the Diplomacy Lab must receive prior approval in writing from both Participants.

The Participants also confirm that use by either participant of the name, seal, or trademark of the other participant in any promotional material referring to the Diplomacy Lab partnership or this MOU must be approved in advance by the other participant. For clarity, it is specifically understood by both participants that any use of the Department's seal requires prior written approval by the Department.

VI. Designated Points of Contact

The primary points of contact and liaison for each Participant to this MOU are as follows:

The Department:

Bryan Gerhart, Senior Program Officer
Email: gerhartbr@state.gov
Phone: 202-255-3583

Bluefield State University:

VII. Effective Date, Duration, and Termination

This MOU is to become effective when signed by both Participants. The initial duration of this MOU is three (3) years. However, the duration may be extended beyond three years if both Participants agree in writing. In addition, this MOU may be amended if both Participants agree in writing. Either Participant may cease participation in this MOU at any time, but a Participant should endeavor to provide 30 days advance written notice to the other Participant of the intent to discontinue participation. The Participants also intend that termination by either Participant should not preclude Bluefield State University from completing any Diplomacy Lab project already in progress.

VIII. Funding & Legal Effect

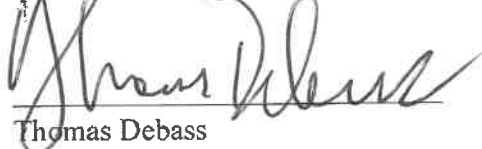
Nothing in this MOU shall be construed as superseding or interfering in any way with agreements or contracts entered into either prior to or subsequent to the signing of this MOU. The Participants further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Participant or create any rights in any third party.

This MOU does not create any legal or binding relationship between the Participants, or commit either Participant to the obligation of any funding in furtherance of the goals of the MOU. It is intended to be implemented consistent with applicable law and is subject to the availability of appropriations. Nothing in this MOU will be deemed a waiver of any defense of sovereign immunity available to either Participant.

This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, the U.S. Department of State, Bluefield State University, or any of their respective officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, the Participants, acting through their duly authorized representatives, have caused this MOU to be signed in their names and effective according to the dates of signature below.

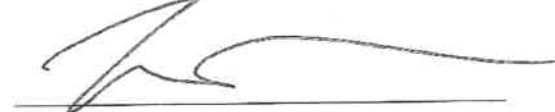
For the U.S. Department of State



Thomas Debass
Managing Director for
Global Partnerships

Date: 9/13/22

For Bluefield State University



Provost

Date: 9/12/22