



MOU BY AND BETWEEN ORANGE COUNTY UNIVERSITY & GOOD FOUNDATION FORMING



This agreement is made this **1st** day of **December** between **ORANGE COUNTY UNIVERSITY** (hereinafter OCU) and **GOOD FOUNDATION FORMING** (hereinafter GFF).

1. Parties to the MOU.

- 1.1.** OCU, located in Garden Grove, CA, USA is a private institution of higher learning sponsored by the International Alliance for Business Professionals (IABP), U.S. OCU is exempted by BPPE to offer educational programs solely for the membership of a bona fide trade, business, professional, or fraternal organization. The mission of Orange County University is to produce leaders who are well-prepared to succeed in their personal and professional lives — who lead, think, communicate, and conduct themselves with excellence, and apply Christian ethics to their personal and professional lives.
- 1.2.** GFF, located in Chingeltei, Mongolia is a profit educational organization that delivers education to underserved students. GFF's mission is to build and encourage a positive learning and social environment that can prepare students professionally and ethically responsible leaders in society.

In the spirit of friendship and with mutual interest in cooperation, IAU and OCU enter into this Memorandum of Understanding (MOU) to promote joint educational and cultural collaboration and agree as follows:

1. ARTICLE 1: SCOPE OF COLLABORATION

Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- 1.1. Joint and articulated degree programs;
- 1.2. Joint teaching, research, or cultural activity;
- 1.3. Mobility of faculty, scholars, and students between institutions;
- 1.4. Staff professional development;
- 1.5. Sharing or creation of educational materials and resources.
- 1.6. Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
- 1.7. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

2. ARTICLE 2: DURATION AND EVALUATION

- 2.1. This MOU shall be in effect for a period of five (5) years from the effective date. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.
- 2.2. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed.

2.3. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

3. ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

4. ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

5. ARTICLE 5: FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of IAU, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond IAU's reasonable control, IAU will assist the affected students in finding an alternate site to complete the Program.

6. ARTICLE 6: FERPA

The parties acknowledge that information (if any) received from IAU regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent. For the purposes of this Agreement, eduPartner shall be deemed to be a "university official."

7. ARTICLE 7: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. eduPartner may refer to the affiliation with IAU in public information materials regarding the relevant Program. IAU reserves the right to review and request modification of eduPartner's reference to IAU as necessary. eduPartner may refer to the affiliation with IAU in its brochures and other public information materials having to do with the Program.

8. ARTICLE 8: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that

this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

9. ARTICLE 9: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

10. ARTICLE 10: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

11. ARTICLE 11: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

12. ARTICLE 12: GOVERNING LAW

This Agreement shall be construed and enforced solely pursuant to the laws of the State of California (USA), without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of California (USA). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and federal courts located in the State of California (USA). The United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") shall not apply to this Agreement.

13. ARTICLE 13: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

14. ARTICLE 14: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier

service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

15. SIGNATURES



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