MEMORANDUM OF COOPERATION

BETWEEN

CAIRO UNIVERSITY

AND

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY ("Georgia State")

Georgia State and Cairo University enter into this Memorandum of Cooperation (the "MOC") in order to promote international cooperation in education and research. Specifically, the agreement ("Agreement") seeks to strengthen ties between both institutions through support for the development of the Cairo University International Branch (CUIB). Georgia State will be lead partner in this collaboration.

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations in order to support the development of the Cairo University International Branch. Specifically, this collaboration is aimed at assisting Cairo University to build capacity, and establish faculty programs in Business Administration and Nursing at the Bachelors, Masters and Doctoral levels. As lead partner, Georgia State will provide advice and consultancy in the following areas:

   - curriculum and faculty development
   - learning and teaching policies and practices
   - human resources and international staff recruitment
   - knowledge transfer and research commercialization

This collaboration may also entail the following types of activities:

   - Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
   - Student exchange and study abroad programs;
   - Establishment of joint degree programs;
   - Establishment of joint research programs;
   - Collaboration on third party funded educational or economic assistance activities;
   - Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of materials on the most relevant and topical research by researchers at both Georgia State and Cairo University; and
2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity (“Program Specific Agreement”). The term of such Program Specific Agreements shall not extend beyond three years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.

4. **Term** This MOC shall become effective upon execution by both parties and shall continue for a period of three (3) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOC shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.

5. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be Bijan Fazlollahi, Professor and Director, Center for Business Development in Transitional Economies, Robinson College of Business, Georgia State University, 35 Broad Street, Suite 1437, Atlanta, Georgia, USA 30303. Phone: +1 404-413-7283 Fax: +1 404-413-7276 E-mail: desbb@langate.gsu.edu. For Cairo University, the contact will be Wael Kortam, Executive Director of Cairo University International Branch, Professor and Vice-Dean for Postgraduate Studies, Research & Internationalization, Faculty of Commerce, Cairo University, Giza, Egypt. Tel: +2010-5169297 Fax: +202-35691034 E-mail: wakortam@gmail.com. Either party may change its own designated liaison by sending written notice to the other party of such change.

6. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual’s ability to perform the duties of a particular job or position.

7. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be amended only by means of a written instrument signed by authorized representatives of both parties.
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University
System of Georgia by and on behalf
of Georgia State University

By: [Signature]
Mark P. Becker
President

Cairo University

By: [Signature]
Hossam Mohamed Kamel
President

Date: 1/3/2010

Date: 1/3/10