

INTER-INSTITUTIONAL AGREEMENT OF COOPERATION

between the

UNIVERSITY OF VIRGINIA

situated at Charlottesville, Virginia, represented by John T. Casteen III,

in his capacity as President of the University of Virginia

and the

UNIVERSITY OF VENDA FOR SCIENCE AND TECHNOLOGY

situated at Thohoyandou, Northern Province, South Africa, represented by

Professor Gessler Moses Nkondo, in his capacity as Vice Chancellor and Principal

The University of Virginia, hereinafter designated as UVA, and the University of Venda, hereinafter designated as UNIVEN, wish to establish ties of cooperation in areas of mutual interest, specifically in areas of environmental science, engineering, policy and law. The cooperation will be governed by the following general understanding:

Article 1

In undertaking projects of mutual interest, both institutions will strive to promote excellence and the development and implementation of capacities, programs and mutually agreed plans.

Article 2

UVA and UNIVEN generally agree to promote exchange of:

- information between academic faculty members,
- publications
- research scholars
- students and academic staff,

and to initiate discussion on the reciprocal recognition of credits for degree purposes on undergraduate and graduate course modules attended and completed by students during these exchange visits;

and to explore funding acquisition and execution (implementation) of:

- joint research and institutional capacity building projects,
- research in the areas of science and engineering with emphasis on environmental issues and sustainable development,
- mutual assistance in development and implementation of new programs,
- resource sharing in terms of use of equipment and existing installations at each institution,
- organizing conferences, short courses and workshops
- development of distance learning programs and facilities
- regional studies in Southern Africa in partnership with other institutions to develop regional capacity for environmental problem solving and management;

Article 3

The activities envisaged under Article 2 will be coordinated and managed by a Work Commission to be appointed by both parties. Each institution will designate two academics who will function as liaison officers in the Work Commission; in particular, academics from the Department of Environmental Sciences at UVA and from the School of Environmental Science at UNIVEN.

The Work Commission shall meet at least once a year.

Each of the activities in Article 2 will be executed under a subagreement to be developed and agreed upon by the appropriate representatives of both parties. In the case of UVA, such subagreements must be approved by the University's President (or his designee for such purpose). Such activities will be ruled by the respective subagreements, which will establish the "modus operandi," and will be managed by a project leader agreed to by the Work Commission.

Article 4

UVA and UNIVEN will cooperatively assist each other in promoting the interests of each institution in the field of technology transfer, research, development and delivery of services. Both institutions agree not to discriminate with respect to implementing this Agreement, or subagreements, on grounds of race, gender, religion, or national origin.

Article 5

Each institution will in good faith seek mutual agreement for adequate resources to support the cooperation between the parties.

Article 6

This Memorandum of Understanding is effective from signature by both parties and will remain

in force until terminated by either party in writing with 3 months notice to the other party, provided any such termination will not be applicable to any services or assistance already committed to with respect to specific projects, absent the agreement of both parties or as stipulated in any agreement covering the specific project.

Article 7

During the validity of this Memorandum of Understanding its contents will be altered only by mutual written agreement of the signatories. Any alterations so agreed to will be a part of an addendum to this Memorandum.

Article 8

In the event of dispute regarding the interpretation of the Memorandum of Understanding the parties shall seek to resolve such a dispute through good faith negotiations within the spirit of cooperation and academic solidarity. In the event a dispute is not resolved as aforesaid, the parties may seek resolution or restitution with respect to any dispute or disagreement involving or arising out of this Agreement or any subagreement in the federal or state courts of the Commonwealth of Virginia. The parties agree that personal service of any suit paper and other legal filings shall be effective upon filing with the court and delivery thereof to the undersigned offices, or as otherwise may be provided by law. This Agreement and any subagreement shall be governed by and interpreted according to the laws of Virginia, notwithstanding anything as may be to the contrary.

Article 9

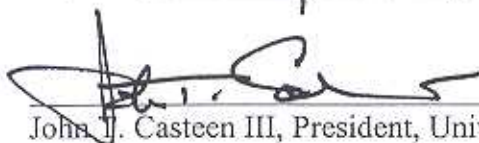
This agreement will be signed in English. Two copies will be made available to both parties.

Signatories:



Professor Gessler Moses Nkondo, Vice-Chancellor and Principal, University of Venda for Science and Technology

Signed: 12th April 2001 (date)



John J. Casteen III, President, University of Virginia

Signed: April 12, 2001 (date)