

Memorandum of Understanding

between **Yale University** and **American Samoan Community College**

This Memorandum of Understanding ("MOU") is entered into as of **December 2, 2022** by and between

Yale University, located in New Haven, Connecticut ("Yale"), and **The American Samoan Community College**, located in Pago Pago, American Samoa ("ASCC"), referred to as (individually "Party" together "Parties.")

WHEREAS, ASCC and Yale wish to provide for the basic terms governing a variety of anticipated collaborative activities over a period of 5 years.

NOW, THEREFORE, ASCC and Yale hereby agree the following as the basic terms governing the collaboration:

Section 1: Collaborative Activities

ASCC and Yale agree to pursue collaborative activities (examples below):

- (i) Launch educational opportunities that at ASCC in the form of workshops and/or lectures on such research topics as how to: a) design a research project, b) create a systematic review, and c) conduct statistical analyses; and such content areas as a) aging health; and b) maternal and child health.
- (ii) Work together to create a research archive at ASCC, with the help of advice from experts located at the Yale library system and within American Samoa. The cataloging could be a joint project of Yale and ASCC interns.
- (iii) Help establish an Institutional Review Board based at ASCC.
- (iv) Create a home at ASCC for Yale-affiliated research projects that have the goal of improving the health of the people of American Samoa. This space will be used for such activities as project coordinator and research assistants meeting, occasional interviews of participants that prefer to be interviewed outside their homes, and storage of research materials, like blood pressure monitors. Office supplies and salary for the project coordinator and research assistants, as well as payment for campus internet use and phone line, will come from Yale investigators.

The Parties agree that this MOU is not legally binding. This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case-by-case basis, including the contributions and obligations of each institution. Subsidiary agreements may be signed as required.

Section 2: Policies and Procedures

- A. Compliance with Law. Each Party agrees to conduct all its activities under this MOU in compliance with all applicable laws and regulations, including, without limitation, export control, human subjects research, anti-terrorism, and immigration laws. In the event that compliance with any such laws conflicts with the terms of this MOU or a Statement of Work, the Party so affected shall give written notice thereof to the other Party and the Parties shall consult with the goal of reconciling the applicability of such laws and the terms of this MOU or any Statement of Work.
- B. Compliance with Policies. As a general matter and subject to any express agreement between the Parties in this MOU or any Statement of Work, the policies and procedures of a Party will apply to all its employees and students regardless of where located, and to all Project activities occurring at or based at that Party's facilities. In the event that a particular Project requires an exception from this rule, the Parties shall set out any such matters in the relevant Statement of Work. Without limiting the generality of this section: neither Party will discriminate in admissions, educational programs, or employment against any individual in a manner that violates the law or any rule or regulation applicable to, or the policies adopted by, either Party.

Section 3: Use of Names of Parties

- A. Press Releases. Neither Party shall issue a press release about the existence of this MOU or any Project hereunder without the prior written approval of both Parties. The Parties agree to discuss in advance any press conference or public verbal description of this MOU or any Project.

Section 4: Term, Termination, and Withdrawal

- A. Term. This MOU will be in effect for a period of 5 years from the date signed below, unless extended by mutual written agreement of the Parties.
- B. Breach and Opportunity to Cure. In the event of a breach of this MOU or any Statement of Work by a Party (the "Breaching Party"), the other Party may notify the Breaching Party of such breach. A Breaching Party shall have thirty (30) days, commencing upon the date notice is delivered to the Breaching Party, to cure the breach or otherwise satisfy fully any outstanding obligations under this MOU or a Statement of Work, unless the non-breaching party agrees to extend this right to cure. Notice shall be delivered to the representative or representatives of the Breaching Party as set forth in Section 8B below. Failure to cure such breach within the period to cure shall give rise to a right in the other Party to terminate this MOU.
- C. Termination for Convenience. Either Party may terminate this MOU, for any or no reason upon giving thirty (30) days written notice to the other Party, and the Parties agree to engage in a reasonable negotiation regarding the winding up of any continuing Projects and to allow any students exchanged under this MOU to complete the term or semester of studies.

Section 5: Disputes Among the Parties: Governing Law and Jurisdiction

- A. Disputes. In case of any dispute resulting from or related to this MOU or any Statement of Work, the Parties agree to attempt to resolve such dispute amicably, and shall escalate within their respective organizations, any such dispute.
- B. Governing Law. This MOU shall be governed and construed according to the laws of the State of Connecticut without regard to its choice of law rules. The forum for any disputes shall be the courts of the State of Connecticut.

Section 6: Indemnification

Each Party (the "Indemnifying Party") shall indemnify the other Party, and such Party's respective trustees, officers, employees, contractors, students and agents (each, an "Indemnified Party") from and against all actions, claims, costs and demands which may be brought or made against any such Indemnified Party and all loss, damages, costs or other claims for compensation and any reasonable legal or other expenses which are awarded against, incurred by or paid or agreed to be paid by such Indemnified Party arising out of or in connection with (a) the breach by the Indemnifying Party of the terms of this Memorandum of Understanding or any Statement of Work, (b) the breach by the Indemnifying Party of any law applicable to such Party or its activities, (c) any intentional, willful, or reckless acts of the Indemnifying Party or its respective employees, students, officers, directors, and/or agents. The Indemnifying Party shall not dispose or settle any claim admitting liability on the part of the Indemnified Party without the Indemnified Party's prior written consent.

Section 7: Confidentiality

Neither Party shall disclose or use any confidential information relating to the other Party to which it, its employees or agents may be or have become privy as a result of any program or activity engaged in pursuant to this MOU, except to those individuals and who are directly participating in such program or activity and who need to know in order to carry out its terms or the terms of this MOU.

Section 8: General Provisions

- A. Amendments and Assignment. The terms and provisions of this MOU may be modified or amended only by the written consent of both Parties. No Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party.
- B. Notices. Any notice, request, consent or communication under this MOU shall be effective only if it is in writing and (i) personally delivered, (ii) sent by an internationally recognized overnight delivery service, with delivery confirmed or (iv) sent by facsimile or email, with receipt confirmed, and in each case addressed to each Party at the address set forth below. A notice shall be deemed to have been given as of the date received by the intended recipient.

For Yale

Office of the Senior Vice President and General Counsel
Yale University
2 Whitney Avenue, 6th Floor
New Haven, CT 06510

With copy to:
Office of the Dean

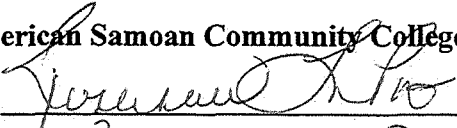
Yale School of Public Health
60 College St, Rm 212
New Haven, CT 06510

For the American Samoan Community College
P.O. Box 2609
Pago Pago, AS 96799

- C. Electronic Signature and Counterparts. Each party intends that a facsimile of its signature printed by a receiving fax machine or an electronic copy of its signature stored in a PDF software application format shall be regarded as an original signature and agrees that this MOU can be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.
- D. Force Majeure. "Force Majeure" shall mean a force of nature, terrorism, pandemic, labor disturbance, war and any other force majeure events arising after the signing of this MOU which prevent total or partial performance of the MOU or any Statement of Work by either Party, and which are unforeseen, or if foreseen, unavoidable, and beyond the control of such Party. A Party shall be excused from its obligations hereunder if prevented by force majeure as long as the party asserting force majeure provides the other Party as prompt notice as reasonably possible of the occurrence of such an event and of the extent to which the Party asserting force majeure believes the obligations of this MOU or a Statement of Work must be suspended or canceled.
- E. Relationship of the Parties. This MOU is not intended, nor should anything herein be construed, to create the relationship of partners, joint venturers, principal and agent, employer and employee, or other fiduciary relationship between the parties hereto.
- F. Entire Agreement. This MOU constitutes the entire, integrated agreement of the parties about the subject matter of this MOU and any previous agreements, understandings, and negotiations on that subject cease to have any effect.
- G. Non-Exclusive. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the parties. This MOU shall not prevent the Parties from carrying out individually or in cooperation with a third party, research in the areas covered in this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed this MOU, effective as of the date first set forth above.

American Samoan Community College

By: 

Name: Rosevonne M. Pato

Title: President

Date: 12/2/2022

Yale University

By: _____

Name: _____

Title: _____

Date: _____

