

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into this 21st day of November, 1994 between the Johns Hopkins University, through it, School of Hygiene and Public Health ("JHUSHPH"), located in Baltimore, Maryland, and the American University of Armenia Corporation ("AUAC"), a non-profit California Corporation:

Whereas, AUAC has entered into a joint venture agreement with the Ministry of Higher Education and Sciences of Armenia to provide technical assistance in the operation and management of the American University of Armenia ("AUA");

Whereas, AUA owns and operates a University in the Republic of Armenia;

Whereas, AUA proposes to institute a graduate Program of Public Health ("Program") for which it will need development assistance and academic management;

Whereas, JHUSHPH and AUAC are interested in promoting greater academic exchange for the mutual benefit of JHUSHPH and AUA;

NOW, THEREFORE, AUAC and JHUSHPH agree in general terms, to form an affiliation towards the development and implementation of such a Program, under the following terms and conditions:

1. JHUSHPH will assist AUA in the formulation and development of the academic curriculum of the Program, including the organization of workshops to evaluate the curriculum and the Program's implementation plan.

2. JHUSHPH will provide administrative and management support to AUAC in the implementation of the Program. This will include the scheduling of individual courses and/or modules in the Program in accordance with AUA's academic calendar and its general policies, the recruitment of qualified faculty to teach in the Program at AUA, and the identification of educational material and related purchasing sources for items such as books, journals, reference material, computer hardware and software and other such related material needed for the implementation of the Program.

3. AUAC and JHUSHPH together will identify and select an academic program coordinator ("Coordinator") from among the senior faculty members of JHUSHPH. This Coordinator will serve as the liaison between the two institutions and will provide the leadership necessary for the implementation and oversight of the Program as described in this Memorandum. The Coordinator will also work with the administration of AUA and serve on such AUA academic committees as necessary to oversee matters pertaining to the selection of students in the Program and the application of AUA academic policies to Program students.

The Coordinator will regularly consult with the President of AUA and the Dean of JHUSHPH and will secure their approval on all significant matters pertaining to the administration and management of the Program. They or their representatives will meet once a year to evaluate the progress and development of the Program. Such meeting will be arranged by the Coordinator and may include members of the faculty or administration of the Program.

4. JHUSHPH and AUA will promote and encourage joint research projects in public health. Such projects must be approved by the Coordinator and be subject to a separate agreement when financing is required outside the scope of this Memorandum.

5. AUAC agrees to pay JHUSHPH a fee, based on an Annual Budget ("Budget") calculated for the twelve months period of AUAC's fiscal year ending August 31, or any portion thereof, for the services provided by JHUSHPH during the applicable period. AUAC and JHUSHPH will review and agree on the Budget at least two months prior to the beginning of a new fiscal year, or any applicable portion thereof. This fee will be paid in U.S. Dollars, in four equal installments as determined by the payment schedule of the Budget. Payments will be issued to Johns Hopkins University and forwarded to Research Administration, Johns Hopkins School of Hygiene and Public Health, 615 N. Wolfe Street, Baltimore, Maryland, 21205.

JHUSHPH faculty selected to teach at AUA will be subject to separate AUA contracts outside the scope of this memorandum. Such contracts are to be negotiated with the JHUSHPH and not directly with individual faculty members. Compensation and travel will be paid by AUA according to applicable AUA policies and procedures.

The procurement of educational material and equipment will be done by AUAC, based on the recommendations made by JHUSHPH and subject to AUAC's own determination and budgeting limitations.

6. Unless terminated earlier by either party giving sixty (60) days written notice to the other, this Memorandum will be in effect from the date of the last of the parties to execute it, until August 31, 1996. It may be renewed by mutual written agreement. This Memorandum may also be terminated by AUAC without further liability, if the operation of AUA or AUAC, or the performance of AUA's or AUAC's obligations becomes impossible because of force majeure, change of circumstances, or other cause beyond AUA's or AUAC's control including, without limitation, financial exigency. In the event of termination, AUAC agrees to pay JHUSHPH for all costs incurred as part of the approved Annual Budget up to the date of termination.

7. Notices which either party shall give to the other pursuant to this Memorandum shall be in writing and addressed as follows:

If to AUAC: Dr. Mihran Agbabian, President
American University of Armenia Corporation
300 Lakeside Dr., 22nd Floor
Oakland, California 94612

If to JHUSHPH: Dr. Alfred Sommer, Dean
School of Hygiene and Public Health
Johns Hopkins University
615 N. Wolfe Street
Baltimore, Maryland 21205

With a copy of such notice sent to:
Donna V. Helm, Assistant Dean
Office of Research Administration
School of Hygiene and Public Health
Johns Hopkins University
615 N. Wolfe Street
Baltimore, Maryland 21205

The terms of this Memorandum express the will of both of our Institutions to collaborate, as indicated by the signature of the principal authorities of each.



Mihran Agbabian, Ph.D., President
American University of Armenia Corporation

Date 21 Nov 1994



Alfred Sommer, M.D., MHS, Dean
School of Hygiene and Public Health
Johns Hopkins University

Date Nov 21, 1994

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

**Between
The Johns Hopkins University School of Hygiene and Public Health
And
The American University of Armenia Corporation**

After consultation with the American University of Armenia Corporation ("AUAC") and in concurrence with its president, Johns Hopkins University, through it, the School of Hygiene and Public Health ("JHUSHPH") appoints Dr. Haroutune Armenian to serve as the Coordinator of the AUA Public Health Program, under the terms of the Memorandum of Understanding signed by both parties and dated November 21st, 1994.



Mihran Agbabian, Ph.D., President

American University of Armenia Corporation

Date 21 Nov 1994



Alfred Sommer, M.D., MHS, Dean

School of Hygiene and Public Health
Johns Hopkins University

Date Nov 21, 1994