MEMORANDUM OF UNDERSTANDING

BETWEEN

METAL INDUSTRIES COMPANY LIMITED

AND

SUFFOLK COUNTY COMMUNITY COLLEGE

THIS Memorandum of Understanding (hereinafter referred to as the ‘MOU’) is made this 3rd day of May 2013, by and between

METAL INDUSTRIES COMPANY LIMITED, a company incorporated under the laws of Trinidad and Tobago (hereinafter referred to as ‘MIC’), with its registered place of business located at 5A Century Drive, Trincity Industrial Estate, Macoya, Trinidad and Tobago, West Indies; and

SUFFOLK COUNTY COMMUNITY COLLEGE, a chartered community college pursuant to New York State Education Law (hereinafter referred to as ‘SCCC’), having its principal office at 533 College Road, Selden, New York 11784; and

Both MIC and SCCC are sometimes hereinafter collectively referred to as the ‘Parties’ or individually referred to as the ‘Party.’

RECOGNISING the mutual interest of the parties in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on a long term non-commercial basis; and

RECOGNISING the importance of the mutual interest in promoting international collaboration and increased social development by institutes of higher learning,
THE PARTIES HEREBY agree to collaborate according to the terms and conditions set out in the articles following hereunder:

1.0 SCOPE OF COLLABORATION

1.1 Explore feasibility of planning and developing academic programs and courses, and organizing, planning and developing seminars, workshops, and conferences specifically for the exchange of mutual experiences in teaching, research and industrial practice.

1.2 Explore the possibilities of joint twinning programmes in interdisciplinary areas of specialization of high relevance to both institutions, such as Vocational Educational Training (VET) programmes and Workforce Development, and the possibilities of offering joint and dual awards/certification to students completing such courses of study offered by SCCC and MIC.

1.3 Explore possibilities of articulation and progression of students from and into programmes offered by either Party.

1.4 Explore feasibility of exchanging academic and technical information in composites, and appropriate academic materials and other information of mutual interest.

1.5 Explore feasibility of academic exchanges, including mutual visits of faculty and administrators to pursue research and to lecture, and student exchanges on a reciprocal basis;

1.6 Identifying opportunities for exchanges and cooperation and joint research and development of disciplines of mutual interest.
2.0 NON-BINDING NATURE OF THE MEMORANDUM OF UNDERSTANDING

2.1 This MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussion regarding general areas of cooperation.

2.2 Any future joint activities of the parties will be, where appropriate, covered by appropriate legally binding agreements.

3.0 COSTS AND EXPENSES

3.1 Each Party shall bear its own costs and/or expenses arising out of or in connection with carrying out its obligations under this MOU, subject to the following:

a. Upon prior mutual written authorization, in the event SCCC personnel provides professional training, instruction and/or consulting services to MIC personnel at MIC’s facilities located in Trinidad and Tobago, SCCC shall be reimbursed, in accordance with MIC policy, for its necessary and reasonable travel expenses related to the provision of such services, including, but not limited to, airfare, lodging and meals.

b. Upon prior mutual written authorization, in the event MIC personnel provides professional training, instruction and/or consulting services to SCCC personnel at SCCC’s facilities located in New York, USA, MIC shall be reimbursed, in accordance with SCCC policy, for its necessary and reasonable travel expenses related to the provision of such services, including, but not limited to, airfare, lodging and meals.c.c.

Such necessary and reasonable travel expenses shall be supported by documentation which demonstrates the nature and validity of such expenses, including, but not limited to, itemized receipts and bills.
4.0 RENEWAL TERMINATION AND AMENDMENT

4.1 **Duration** – This MOU shall remain in force for three years (3) from the date first appearing above. Either party may terminate this MOU by providing sixty days’ (60) advance written notice to the other party of the intention to terminate this agreement.

4.2 **Extension and Renewal** – The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party’s authorized signatory.

4.3 **Amendment** – No amendment of the terms of the MOU will be effective unless made in writing and signed by each party’s authorized signatory.

5.0 CONFIDENTIALITY

5.1 For the purpose of this MOU, confidential information shall include any and all written, oral, visual, acoustic, electronic or in any other form transmitted, commercial, technical, development, operational, financial, cost, process or schedule information, specification, data or records, as well as all copies and summaries made thereof, and all information including, but not limited to, any and all accounting documentation, books, records, financial statements and supporting data, tax returns, contracts, business plans, pro forma financial statements, lab notebooks, scientific papers or such similar materials and documentations, including contact details, provided by one Party to the other for the purpose of facilitating discussion regarding the general areas of cooperation identified in this MOU (collectively, the “Confidential Information”). Each Party acknowledges that the Confidential Information produced by the other Party remains the property of the producing Party, is a valuable asset of that Party, has competitive value, and is of a confidential nature; and that any use or disclosure of the Confidential Information in violation of this MOU may substantially damage and irreparably harm the producing Party and its business, financial condition and results of operations.
5.2 Except for disclosure by both Parties to their legal counsel, accountan or financial advisors (none of whom will be associated or affiliated in any way with the other Party), the Parties herein shall not disclose or otherwise reveal, directly or indirectly, to any third party any Confidential Information received from the other Party, unless such disclosure is required by law, including, but not limited to, the New York State Freedom of Information Law (Public Officers Law, Article 6); or without the express written consent of the nondisclosing Party.

5.3 The receiving Party ("Confidant") shall not use the Confidential Information, directly or indirectly, for any purpose other than contemplated by and expressed in this MOU.

5.4 The obligations imposed upon the Parties herein shall not apply to Confidential Information, which is:

a. Or becomes, generally available to the public or to a third party, as may be required by law, including, but not limited to, the New York State Freedom of Information Law (Public Officers Law, Article 6); or

b. Released pursuant to the binding order of a government agency or a court, so long as prior to any such release the disclosing Party provides the nondisclosing Party with a notice permitted under the circumstances, so that the nondisclosing Party may seek a protective order or other appropriate remedy. In any such event, the disclosing Party will disclose only such Confidential Information as is legally required, and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being so disclosed.

5.5 In the event this Memorandum is terminated, the Confidant shall, within ten (10) calendar days following the delivery of written notice to the other Party of such termination, return to the producing party all written, electronic, graphic and other tangible materials containing or reflecting the Confidential Information, together with copies, extracts, summaries or other productions, in whole or in part, of the Confidential Information, without retaining any copy thereof. Alternatively, the producing Party may request
destruction or other treatment of any Confidential Information it provided, and in such case, the Confidant shall honour the producing Party’s request for such treatment within ten (10) calendar days.

6.0 GENERAL MATTERS

6.1 Use of names and publicity. Except in promoting the activities proposed in Article 1 above among its faculty and students, neither party may use the name of the other party in any form of advertising or publicity without prior written permission.

6.2 Notices. The parties must give all notices under this MOU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice.

**MIC**
The Chairman, Mr. David Lee
Metal Industries Company Limited
5A Century Drive,
Trincity Industrial Estate
Macoya
Trinidad & Tobago, W.I.

Telephone No. (868) 663-4MIC (4642)
Facsimile: (868) 663-6055
Email: dleett59@yahoo.com

**SUFFOLK COUNTY COMMUNITY COLLEGE**
Louis J. Petrizzo, Esq., College General Counsel
Suffolk County Community College
533 College Road, NFL Building, Suite 230
Selden, NY 11784
6.3 Authorized Signatories. Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

6.4 Execution in Counterparts. This Agreement may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the latest date written below.

Metal Industries Company Limited

By: David Lee
Chairman

Suffolk County Community College

By: Dr. Shaun L. McKay
President

Date: 5/3/13

[Handwritten signatures]