

# [insert collaborator LOGO]

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# UNIVERSITY OF MASSACHUSETTS DARTMOUTH

# AND

**NAME OF COLLABORATING INSTITUTION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2014 by and between the University of Massachusetts Dartmouth, Massachusetts, USA (hereinafter “UMD”), and Name of collaborating institution, City, Country (hereinafter "ACRONYM"). Each individually a “Party” or “Institution” and collectively the “Parties” or the “Institutions.”

# RECITALS

**WHEREAS**, UMD and ACRONYM both have related academic programs and research interests and for the education of students; and

**WHEREAS**, UMD and ACRONYM desire to establish certain exchange programs beneficial to the respective educational Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

**NOW THEREFORE**, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

# TERMS

## Purpose of the MOU: Definition.

* 1. The primary objective of this MOU is to create a means for cooperative efforts between UMD and ACRONYM to effect the academic and interchange of faculty, postdoctoral fellows, graduate and undergraduate students, and academic and research information between the two Institutions.
  2. The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.This MOU shall be identified as the parent document of any program agreement executed between the Parties.  Further agreements concerning any program shall provide details concerning the specific commitments made by each Party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the Parties.
  3. Neither Party is obligated to agree to any minimum number of projects under this MOU, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions.
  4. "Home Institution" refers to the Institution sending its student(s), staff, postdoctoral fellow(s), or faculty member(s) to the other Institution for the purposes of study, learning, teaching and/or research.
  5. "Receiving Institution" refers to the Institution hosting the visiting student(s), staff, postdoctoral fellow(s), or faculty member(s) from the other Institution for the purposes of study, learning, teaching, and/or research.

## Validation Period of this MOU.

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular exchange endeavors. In this context, this MOU shall remain in place until:

* 1. Superseded by such a separate formal written agreement(s);
  2. Terminated by either Party upon written notice of not less than thirty (30) days; or
  3. At the latest, three (3) years from the date first above noted, unless the Parties mutually agree in writing to extend same.

## Coordination Committee.

To facilitate this MOU, a UMD-ACRONYM Collaboration Coordination Committee (New ACRONYM) is formed. The UXXXX (New acronym) is composed of members of the Country name Program Office at UMD and members of the Name of Office at Collaborator ACRONYM. It is the New Acronym’s responsibility to carry out collaboration-related duties and to report to the Deans of both Institutions. To facilitate the goals set forth in this MOU, one representative from each institution will be designated as a liaison with a primary responsibility of advancing the activities covered herein.

UMD: Name

Title

Address

Best way to contact

Collaborator: Name

Title

Address

Best way to contact

## Areas of Collaborations.

Pending approval by the officers of both Institutions and execution of formal written agreements setting forth the applicable terms and conditions, the areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation may include each of the following:

* 1. Student Exchange
     1. Students of either Institution who wish to engage in study in a degree-granting or non-degree granting program ("Program") at the other Institution must meet the criteria established by the Receiving Institution for participation in that Program. Each Program will identify the specific requirements, rationale, goals and objectives, and personal skills necessary for successful completion.
     2. Students must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in a Program. These standards include but are not limited to requirements for language proficiency; professional training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.
     3. The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired. Members of the “New Acronym” from each respective Institution will oversee the experience for each student.
     4. The Receiving Institution will make the final determination as to the acceptance of the student in each case, according to its policies and standards, and will notify the Home Institution in writing of the acceptance or rejection. The Home Institution will notify the student of the decision.
     5. Each student accepted by the Receiving Institution will be expected to participate in the Receiving Institution at the same level of competency as any other student participating in the Program.
     6. The Receiving Institution will have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.
     7. Students who are accepted to participate will comply with all of the policies, procedures and the by-laws and regulations of the student elective program, as applicable, including but not limited to UMD guidelines and requirements for international students. Failure to so comply may result in immediate dismissal from the student elective program.
     8. Each Home Institution will work with the Receiving Institution to identify an individual at the Receiving Institution who will assume administrative, educational, supervisory and , upon request, formal evaluation responsibility for the student. Students assigned to the Receiving Institution are under the immediate supervision and control of the Receiving Institution.
     9. General orientation to a Program will be provided by the Receiving Institution
     10. For a student of one Institution to undertake a short-term non-degree research program under a specific research faculty member(s) with an official research appointment at the other Institution, the following must be completed:
         1. Draft and submit a detailed study program for approval by the Home Institution.
         2. If approved by the Home Institution, the Home Institution will submit the proposal to the Receiving Institution.

4.1.10.3 If approved by the Receiving Institution, the Receiving Institution and proposed supervising faculty will provide formal approval in writing to the Home Institution.

4.1.10.4 Upon approval, the Receiving Institution will render all necessary cooperation to facilitate the proposal.

4.1.10.5 Students undertaking a short-term research program may find their research experience enhanced by auditing advanced research courses at the Receiving Institution. The student’s research advisors at the Receiving Institution shall advise the student in course selection and seek approval from the appropriate school for trainee participation in classes.

* + 1. Travel, living expenses, and other associated costs related to the student’s attendance at the Receiving Institution, as well as related elective and other administrative fees, as determined by the Receiving Institution, will be the responsibility of the student. Tuition or fees will not be charged by the Receiving Institution. The students are encouraged to seek scholarship and/or other forms of financial support both within and outside the Institutions. Student international travel will be in compliance with the travel policies of both Institutions.
    2. The Receiving Institution will assist in finding housing and other such assistance to the visiting student(s) to ease their transition into a foreign culture and environment. However, the Receiving Institution shall have no liability or responsibility for the visiting student’s ultimate selection of such housing.

4.2 Research Collaborations

4.2.1 Both Institutions will encourage research collaborations in areas of mutual interest. Details shall be specified in the particular formal written agreement for each collaboration.

4.2.2 Both Institutions will promote and facilitate exchange programs for postdoctoral fellow research. Such collaborative effort should be based on the mutual interests of the involved Principal Investigators in both Institutions and the prospective trainees.

4.2.3 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.

4.2.4 In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.

4.2.5 The Institutions agree to comply with all applicable laws, including but not limited to the U.S. Export Administrative Regulations, that pertain to necessary licenses, certification standards, and legal considerations with regard to exports and export control. Research related international travel will be in compliance with the travel policies of both Institutions.

## 4.3 Exchange and Visit of Faculty Members

4.3.1 The process for establishing an exchange of faculty members will be as follows:

4.3.1.1 Interested faculty member will submit teaching, or research proposals to their own Institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);

4.3.1.2 Proposals approved by the Home Institution will be sent with the proposing faculty member's credentials to the Receiving Institution’s counterpart faculty member(s) and academic officers for review and approval;

4.3.1.3 If there is mutual interest, the academic officers of the Receiving Institution will contact the proposing academic officers of the Home Institution to determine the precise terms and conditions under which the visit and research proposal would take place.

* + 1. The purpose of any such visit must be teaching or cooperative research. No such visit will exceed one (1) academic year as defined by the Receiving Institution, unless otherwise agreed to in writing by both Institutions. Faculty international travel will be in compliance with the travel policies of both Institutions.

4.3.3 If a faculty member of one Institution is invited by the other Institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting Institution, the inviting Institution may pay for all of the reasonable related costs and expenses of same, subject to compliance with the inviting Institution’s policies.

4.3.4 When a faculty member of one Institution is visiting the country of the other Institution, he/she is encouraged to visit the other Institution and the Institution being visited is expected to provide assistance for that visit. The visiting faculty member is expected to pay for his/her travel expenses. The Institution being visited may provide honoraria and/or accommodation if the faculty member is invited to give a lecture.

## Intellectual Property and Research Collaboration Agreements

The formal written agreements between the Institutions will adhere to the following principles governing publications and intellectual property:

* 1. All publications resulting from the educational or research, collaboration between the two Institutions would acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties would be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.
  2. Each research project conducted jointly by the Parties would be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.
  3. All research and other activities conducted under this MOU will be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UMD, these are the laws, rules, and regulations of the Commonwealth of Massachusetts and the United States of America. In the case of Collaborator ACRONYMN, these are the laws, rules, and regulations of Collaborator City and Country.
  4. UMD agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at UMD. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at UMD the students rights to any intellectual policy will be governed by the laws of the United States, the Commonwealth of Massachusetts and the policies of University of Massachusetts Dartmouth.
  5. The Collaborator ACRONYM agrees to provide the students/researchers with access to necessary intellectual property only so long as the student/researcher is present at ACRONYM. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at ACRONYM students’ rights to any intellectual policy will be governed by the laws of ACRONYM and the policies of the Collaborator ACRONYM.

1. **Export Controls**

It is the mission and policy of University of Massachusetts Dartmouth to conduct (a) instruction and basic fundamental research openly and without prohibitions on the dissemination of learning or research results; and (b) in full compliance with both Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) provisions of the US Government.

## Applicable Rules; Emergencies.

The formal written agreements between the Parties will provide that the academic requirements of both educational Institutions would be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program would be shared with, and carefully followed by, the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student would commit to seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care would be provided at the usual and customary charges.

## Insurance.

The formal written agreements between the Parties will require that each Institution maintain, at its own cost and expense, appropriate levels of professional liability insurance, general public liability insurance, worker’s compensation insurance, and property damage, to cover its operations, facilities, employees, students and lawful visitors, including but not limited to those visiting faculty, postdoctoral fellows, and students that may be part of an exchange between the Home Institution and Receiving Institution. Evidence of such insurance would be required to be provided to the other Institution upon request.

## Non-Discrimination.

The Parties agree to comply with all federal/national , state/province, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

## General Understandings.

* 1. This MOU shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent Organization. No Party shall have any right or authority to act on behalf of or create any obligations or responsibilities on behalf of, or in the name of, any other Party or bind any other Party in any way. Under no circumstances may any Party hold itself out to be a partner, employee, franchisee, representative, servant or agent of any other Party. With respect to any employee compensation for services provided in connection with this MOU, each Party will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.
  2. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.
  3. In the implementation of this MOU, all participating institutions will remain subject to their own internal policies and requirements.
  4. No such later Agreements may be entered into unless all Parties agree in writing that sufficient funding exists to support such an Agreement. The Parties may seek governmental and/or other external funding sources for these purposes.
  5. Nothing in this MOU precludes UMD from pursuing its own initiatives in these same or similar areas of interest.
  6. Neither Party will use the Parties’ name, brand, logo or any name that is likely to suggest that it is related to the other Party in any advertising, promotion or sales literature without first obtaining the express written consent of the other involved Party.
  7. All activities conducted under this MOU must be conducted in accordance with the respective laws, statutes, rules, and regulations applicable to each Party.
  8. Any amendment and/or modification of the MOU must be set forth in writing and signed by the appropriate administrative officer of each Party thereto.

## Notices.

This MOU is independent of any previous MOU between UMD and Collaborator Acronymn. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be deemed delivered when mailed by Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

**To “UMD”:**

Mohammad A. Karim, PhD

Provost and Executive Vice Chancellor

University of Massachusetts Dartmouth

285 Old Westport Road

North Dartmouth, MA 02747

USA

**To “Collaborator Acronym”:**

Collaborator Contact, MD, Ph. D etc.

Title

Address

Address

Address

Country

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

**Signed:** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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Mohammad A. Karim, PhD

Provost and Executive Vice Chancellor

– For and on behalf of

University of Massachusetts Dartmouth

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Collaborator Contact, MD, Ph. D etc.

Title

– For and on behalf of

Collaborating Institution