

DRAFT SAMPLE TEMPLATE

Prepared by the Office of the Vice Provost – Global Initiatives (December 2010)

MEMORANDUM OF UNDERSTANDING

BETWEEN

AND

THE UNIVERSITY OF SOUTHERN CALIFORNIA

This Memorandum of Understanding is entered into as of _____, 20__, by and between the University of Southern California and _____ (Name of USC School/College) and _____ (Name of partner institution and faculty/department)

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration and increased contribution to social development

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The general purpose of this MOU is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas;

GENERAL AREAS OF COOPERATION

- 1.1 joint educational and research activities
- 1.2 exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the host institution.
- 1.3 discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions
- 1.4 exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.

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- 1.5 extend invitations for attending scholarly and technical meetings as well as national and international conferences.

- 1.6 Neither institution is responsible for any financial support under this MOU. Individual scholars will make all arrangements by written agreement, which will be applicable to each particular situation.

ARTICLE II: THE AGREEMENT

- 2.1 At USC, this MOU will be administered by _____ School (USC Representative School). At _____, this MOU will be administered by _____ (Partner Institution and Representative School).

- 2.2 This MOU may also involve other schools and institutes by mutual consent, which may be added later by written addendum to this MOU.

- 2.3 The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.

ARTICLE III: GENERAL TERMS

- 3.1 This MOU does not generally permit the exchange of students at the undergraduate or graduate level unless otherwise stated herein. Where graduate students are involved directly in the research covered by this MOU, the exchange of graduate and post-doctoral students can be accommodated by specific written agreement contained herein as follows:

- 3.2 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

- 3.3 Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.

- 3.4 The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in each country and institution.

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3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.

ARTICLE IV: DURATION

This MOU may be modified by mutual written consent. The Agreement will be in effect from the date of signature for a period of five years. It shall be renewed upon mutual written agreement. This agreement may be terminated by either side at 6 months written notice.

The undersigned agree to this MOU on behalf of their respective Universities:

FOR THE UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Name:
Title: Dean, [USC Representative School]

By: _____
Kenneth J. McGillivray
Vice Provost, Global Initiatives

FOR [NAME OF PARTNER INSTITUTION]

By: _____
Name:
Title: