MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA

AND

[PARTNER INSTITUTION]

IN

[CITY/COUNTRY]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, acting on behalf of its [name of sponsoring academic unit], on its Urbana-Champaign campus, in Urbana, Illinois, U.S.A. (“ILLINOIS”) and [PARTNER INSTITUTION], in [city/country] (“[INSTITUTION]”), each a “party” or “institution,” wishing to establish a cooperative relationship through mutual assistance in the areas of education and research, agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 General Scope. Each institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 Specific Activities. Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution’s authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and advanced graduate students for research, lectures, and discussions; (c) participation in seminars and academic meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.

1.3 Separate Agreements. Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party’s authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

1.4 Student Exchange Limitations. While advanced graduate and professional students may participate in cooperative activities as proposed in Article 1.2 above to conduct collaborative or independent research, this MOU does not provide for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the host institution. To implement student exchanges, the parties must enter into a separate agreement stipulating details of credit transfer, fees and participant qualifications prior to initiating the exchange of students or the acceptance of applicants as international non-degree students at either institution.

ARTICLE 2: EXCHANGE OF RESEARCH PERSONNEL

2.1 Participants. This MOU is intended, among other objectives, to foster increased interaction among faculty and advanced graduate students engaged in scientific and scholarly research in areas of mutual interest. In support of this effort, each institution will promote the exchange of research personnel, especially young faculty and advanced graduate students, for short periods of time so that they may become familiar with the facilities, methodologies, research culture and particular areas of focus of the other institution.
2.2 *Funding.* As a general principle, funding for the exchange of such personnel ("Participating Researchers") shall be based on a reciprocal sharing of costs:

2.2.1 Each institution will provide funding for roundtrip transportation to and from the host institution for its own Participating Researchers.

2.2.2 Each host institution will provide housing accommodations free of charge, as well as a modest living allowance in accordance with the standard per diem rates established by their governing bodies at the time of the exchange, to the Participating Researchers.

2.2.3 Each institution will provide assistances and/or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers.

2.2.4 Individual Participating Researchers shall be responsible for ensuring adequate medical insurance coverage, applicable in the country of the host institution, for the duration of their visits.

2.2.5 Specific funding allocations for this exchange of Participating Researchers shall be subject to the approval of the institutions.

2.3 *Potential for Intellectual Property Development.* Each institution acknowledges that the Participating Researchers may engage only in general, collaborative activities involving basic, non-proprietary research during exchange visits under this MOU. The institutions do not intend for the Participating Researchers to create or develop new intellectual property as a result of such visits. If intellectual property is created or developed by Participating Researchers under this MOU, the institutions will negotiate in good faith negotiation to resolve issues including but not limited to ownership, responsibility for patent or other statutory protection, and licensing.

2.4 *Specific Collaborative Research Project Agreements.* If, during the visits, the Participating Researchers identify specific collaborative research projects that they wish to pursue, the institutions will enter into a separate written agreement ("Specific Collaborative Research Project MOU") before commencing any research activity. Specific Collaborative Research Project MOUs will delineate the institutions’ rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each institution shall inform its Participating Researchers that they are responsible for reporting to their respective Liaison Officer regarding any proposed specific collaborative research projects that may arise from their initial visits and their interactions with one another under this MOU, prior to initiating projects or applying jointly for external funding for such projects. Each institution also shall inform its Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing institutions regarding the disclosing and handling of intellectual property and developed technologies that may arise under this MOU or under any Specific Collaborative Research Project MOU.
ARTICLE 3: RENEWAL, TERMINATION AND AMENDMENT

3.1 *Duration.* This MOU shall remain in force for five years from the date of the last signature. Either party may terminate this MOU by providing 60 days’ advance written notice to the other party.

3.2 *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.

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

ARTICLE 4: GENERAL MATTERS

4.1 *Use of Names.* Except in promoting the activities proposed in Article 1.2 above among its faculty and students, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.2 below.

4.2 *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. Notices are effective upon receipt.

ILLINOIS: [liaison officer name/title]  
[sponsor unit name]  
University of Illinois at Urbana-Champaign  
[street address]  
[city, state, zip]  
USA  
Tel: 217-####-####  
Fax: 217-####-####  
email: [liaison officer email alias]@illinois.edu

With copy to:  
Director  
Office of Sponsored Programs and Research Administration  
University of Illinois at Urbana-Champaign  
1901 S. First Street, Suite A  
Champaign, IL 61820  
Tel: 217-333-2187  
Fax: 217-239-6830  
Email: GCOAward@uillinois.edu

[INSTITUTION]: [liaison officer name/title]  
[sponsor unit name]  
[PARTNER INSTITUTION]  
[Address line 1]  
[Address line 2]  
[city, postal code, etc.]  
[country]  
Tel: [###########]  
Fax: [###########]  
email: [liaison officer email address]
4.3  *Binding Obligations.* With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

4.4  *Authorized Signatories.* Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

FOR THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

Phyllis M. Wise, Chancellor

Wolfgang Schlör, Interim Associate Provost for International Affairs

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Walter K. Knorr, Comptroller

Date: 

FOR [PARTNER INSTITUTION]

[name of partner signatory], [title]

Date: 

Approved for legal form: LMP/20100127
Changes to form require legal review.