

Example of a General MOU with a Focus on Exchange of Research Personnel

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA
AND
[NAME OF PARTNER INSTITUTION]
IN
[CITY AND COUNTRY OF PARTNER INSTITUTION]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, acting on behalf of its [name of requesting/sponsoring academic or administrative unit], on its Urbana-Champaign campus, in Urbana, Illinois, U.S.A. ("ILLINOIS") and [name of partner institution], in [city and country of partner institution] ("[ABBR. NAME]"), 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 THE COLLABORATION

- 1.1 The areas of collaboration include activities or programs offered at either institution that will contribute to the fostering and development of the cooperative relationships between them.
- 1.2 Each institution may offer to the other institution opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster and develop the collaborative relationship.

ARTICLE 2: GENERAL AREAS OF COOPERATION

- 2.1 Except for Articles 4 and 5, this MOU is not binding on either institution but is intended to facilitate discussions relative, but not limited, to the following general areas of cooperation. 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, and may include:
 - 2.1.1 joint educational, cultural, and research activities;
 - 2.1.2 exchange of faculty members for research, lectures, and discussions;
 - 2.1.3 exchange of advanced graduate and professional students for collaborative or independent research;

NOTE: 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. The institutions will enter into e separate agreement that stipulate details of credit transfer, fees and participant qualifications prior to initiating the exchange of students or accepting applicants as international non-degree students.

- 2.1.4 participation in seminars and academic meetings;
- 2.1.5 exchange of academic materials, publications, and other information; and
- 2.1.6 special short-term academic programs.

- 2.2 Prior to initiating any specific activity or program contemplated by this MOU, the institutions will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each institution will designate a Liaison Officer to develop and coordinate specific activities or programs.

ARTICLE 3: EXCHANGE OF RESEARCH PERSONNEL

- 3.1 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.
- 3.2 As a general principle, funding for the exchange of such personnel ("Participating Researchers") shall be based on a reciprocal sharing of costs:
- 3.2.1 Each institution will provide funding for roundtrip transportation to and from the host institution for its own Participating Researchers.
 - 3.2.2 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.
 - 3.2.3 Each institution will provide assistance, and 'or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers.
 - 3.2.4 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.
 - 3.2.5 Specific funding allocations for this exchange of Participating Researchers shall be subject to the approval of the institutions.
- 3.3 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 to resolve issues including but not limited to ownership, responsibility for patent or other statutory protection, and licensing.
- 3.4 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 MOU, 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 4: DURATION

This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either institution by providing sixty (60) days' advance written notice to the other.

ARTICLE 5: GENERAL MATTERS

- 5.1 **USE OF NAMES.** Except in promoting the activities proposed in Article 1.2 above among its faculty and students, neither institution may use the name of the other in any form of advertising or publicity without express written permission. Each institution must seek permission from the other by submitting the proposed use, well in advance of any deadline, to the liaison officers designed in Article 5.4 below.
- 5.2 **AMENDMENTS.** The institutions may amend this MOU only in a writing signed by each of their authorized signatories.
- 5.3 **COUNTERPARTS.** The institutions may sign this MOU in counterparts, all of which together constitute the complete MOU. Duplicated or facsimile signatures shall be originals for all purposes.
- 5.4 **NOTICES.** Any notice to given under this MOU must be in writing and will be effective upon receipt evidenced by: (a) confirmed facsimile transmission; (b) return receipt of postage prepaid registered or certified mail; or (c) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by each institution by written notice to the other:

ILLINOIS: [liaison officer/sponsoring unit name]
[campus address]
University of Illinois at Urbana-Champaign
[street address]
[city, state, zip]
USA
Tel: [217-###-####]
Fax: [217-###-####]
email: [liaison officer email address]

[ABBR. NAME]: [liaison officer/sponsoring unit name]
[address line 1]
[address line 2]
[address line 3]
[city, state/province, postal code as appropriate]
[country]
Tel: [###-####]
Fax:[###-####]
email:[liasion officer email address]

5.5 AUTHORIZED SIGNATORIES. Each institution represents that the individuals signing this MOU have the authority to sign in the capacity indicated.

**FOR THE UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN**

Chancellor

Associate Provost for International Affairs

**FOR THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS**

Comptroller

Date: _____

FOR [NAME OF PARTNER INSTITUTION]

[name of partner signatory], [title]

Date: _____