**MEMORANDUM OF UNDERSTANDING**

between

**THE UNIVERSITY OF CALIFORNIA, BERKELEY**

and

**PARTNER INTERNATIONAL INSTITUTION**

The Regents of the University of California, on behalf of and limited to its Berkeley campus (BERKELEY) and Partner International Institution (NAME) recognize the value of educational, cultural, and scientific exchanges between international research institutions, and have determined that sufficient interest exists to establish this formal understanding.

# SCOPE

BERKELEY and NAME hereby endorse the development of programs and activities that advance scholarship through our cooperative relationship. These may include:

* 1. Joint research projects, joint conferences, workshops, symposia, seminars and training programs
  2. Exchange of researchers including faculty, graduate students and postdoctoral scholars
  3. Exchange of academic publications and other information
  4. Other forms of cooperation

# Convention

There are no legally binding obligations for either institution under the terms of this memorandum. This memorandum is intended to encourage and facilitate international collaboration on topics of mutual academic interest. BERKELEY and NAME therefore encourage all members of our faculties and research communities to engage as active participants.

The host institution bears no responsibility for the financial support of visiting participants or programs named in this agreement or its *addenda*, and all exchange participants are subject to the host university's policies and regulations concerning academic personnel and intellectual property. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

Agreements between BERKELEY and NAME regarding specific activities that are intended to be binding shall be negotiated and executed subsequent to and separate from this memorandum. These agreements may take the form of a research contract(s) (RC) or implementation agreements (IA), which are to be prepared separately and signed by authorized representatives of both Parties.

# Publicity and use of names and trademarks

Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU Berkeley is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

**INTELLECTUAL PROPERTY**

The use of intellectual property, such as publications, data, and samples, resulting from joint scientific activities shall be regulated in accordance with the appropriate laws, regulations and policies under which both Parties conduct their activities, and on the basis of bilateral agreements between the representatives of the Parties. Rights in intellectual property, publication, and data will not be secured under this MOU. Separate RC or IA, as defined above, may contain terms for intellectual property, publication, and data rights.

# TERM AND TERMINATION

This memorandum is expected to remain in effect for five years from date of signature with the possibility of renewal; however, if either institution desires, the understanding memorialized herein may be revoked at any time after the first six months by either party giving six months' prior written notice to the other party.

The following departments are sponsors for the MOU:

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| Department  University  Address  Phone  E-mail  With copy to:  Global Engagement Office  200 California Hall #1500  Berkeley, CA 94720  Phone: 510-642-2547  Email: geo@berkeley.edu | Department  University  Address  Phone  E-mail |

This document is signed in duplicate, an original retained by each participating institution.

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| The University of California, Berkeley | Partner International Institution |
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| **Carol T. Christ**  Chancellor  Date: | **Name**  Title  Date: |