**MEMORANDUM OF UNDERSTANDING**

between

**THE UNIVERSITY OF CALIFORNIA, BERKELEY**

and

**[PARTNER INTERNATIONAL INSTITUTION]**

on

**[OPTIONAL: TOPIC OF RESEARCH COLLABORATION]**

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

# SCOPE [DEFAULT - FOR GENERAL COLLABORATION]

BERKELEY and PARTNER hereby support 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 of mutual interest
2. Pursuit of avenues for exchange of researchers which may include faculty, graduate students, and postdoctoral scholars
3. Pursuit of avenues for student exchange
4. Exchange of academic publications and other information
5. Other forms of cooperation to which the participants agree

This MOU is intended to encourage and facilitate international collaboration on topics of mutual academic interest. BERKELEY and PARTNER therefore encourage interested members of our academic and research communities to engage as active participants. Neither institution bears responsibility for the financial support of visiting participants or programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

# RESEARCH SCOPE [OPTION 2 - FOR RESEARCH COLLABORATION WITH SPECIFIC FOCUS AREAS]

BERKELEY and PARTNER hereby support the development research activities that advance scholarship through our cooperative relationship. The scope of collaboration on research activities to be pursued through this MOU may include the following:

1. [Research collaboration in the areas of mutual interest.]
2. [Exchange of academic materials which are made available by both participants.]
3. [Exchange of visiting research scholars.]
4. [Cooperative symposia, seminars, workshops and conferences.]

***Potential Research Activities may include***

**Activity 1**: [Description of specific research activities]

**Activity 2**: [Description of specific research activities]

**Activity 3**: [Description of specific research activities]

# MEMORANDUM IS NON-BINDING

**There are no legally binding obligations for either institution under the terms of this MOU.** Agreements between BERKELEY and PARTNER regarding specific activities that are intended to be binding may be negotiated and executed subsequent to and separate from this MOU. These agreements may take the form of research contract(s) (RC), business contracts (BC), or implementation agreements (IA), which, if mutually agreed to, would be negotiated and prepared separately, and would not be binding unless and until signed by authorized representatives of both participants.

The participants recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative program based on this MOU shall be separately negotiated and documented in a writing signed by the participants.

Nothing in this MOU is intended to create a legal partnership or joint venture, nor intended to create any new academic programs. The participants recognize that BERKELEY could only establish such programs in accordance with University of California policies and procedures.

Neither institution bears responsibility for the financial support of visiting participants nor programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

# PUBLICITY AND USE OF TRADEMARKS

Nothing in this MOU authorizes a participant to use the name of the other participant 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. The participants 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 MOU is intended to restrict either participant from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

**INTELLECTUAL PROPERTY**

Rights in intellectual property, publication, and data will not be secured under this non-binding MOU.

# TERM AND TERMINATION

This MOU 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 participant giving six months' prior written notice to the other participant or amended or extended by mutual consent in writing signed by authorized representatives of the participants. Termination or expiration of this MOU will not automatically terminate any separate agreement between the participants related to the subject matter of this MOU.

BERKELEY shall have the right to terminate this MOU in the case of occurrence of any of following events: (a) a participant is located in a country or region that is a U.S.-embargoed country or sanctioned region or (b) a participant or their persons collaborating under this MOU are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. BERKELEY shall notify PARTNER of this action in writing, and termination shall be effective as of the date of this notice.

**ACADEMIC SPONSORS**

The following academic units initiated this MOU:

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| For PARTNER  Name  Department or unit  University  Address  Phone  E-mail | For BERKELEY  Name  Department or unit  University of California, Berkeley  Address  Phone  E-mail |

**ADMINISTRATIVE CONTACTS**

The following administrative contacts are responsible for executing this MOU:

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| For PARTNER  Department or unit  University  Address  Phone  E-mail | For BERKELEY  Global Engagement Office  200 California Hall #1500  Berkeley, CA 94720  Phone: 510-642-2547  Email: geo@berkeley.edu |

# GENERAL TERMS

1. Each participant is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third participant.
2. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.
3. Neither participant shall disclose information subject to export control regulations to the other participant.
4. This MOU may be executed in counterparts, which taken together will constitute one document.
5. [OPTIONAL] This MOU is written in English and [language]. In the event of a discrepancy between the English and [language] version of this MOU, the English version will prevail.

The participants agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document. This MOU shall be effective when fully-executed by qualified representatives of each participant, as of the date of the last signature (the “Effective Date”).

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| The University of California, Berkeley | [Partner International Institution] |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Lisa Alvarez-Cohen**  Vice Provost for Academic Planning & Senior International Officer | Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name**  Title |

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| The University of California, Berkeley |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name**  Title |