**MEMORANDUM OF UNDERSTANDING**

Between

**THE UNIVERSITY OF CALIFORNIA, BERKELEY**

and

**[PARTNER INTERNATIONAL INSTITUTION]**

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

# SCOPE

BERKELEY and [PARTNER 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

This memorandum is intended to encourage and facilitate international collaboration on topics of mutual academic interest. BERKELEY and [PARTNER 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.

# Memorandum is non-binding

There are no legally binding obligations for either institution under the terms of this memorandum. Agreements between BERKELEY and [PARTNER NAME] regarding specific activities that are intended to be binding may 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, if mutually agreed to, would be prepared separately and would not be binding unless and until signed by authorized representatives of both parties.

Nothing in this memorandum is intended to create a legal partnership or joint venture or is intended to create any new academic programs. The parties recognize that BERKELEY could only establish such programs in accordance with University of California policies and procedures.

# Publicity and use of names and trademarks

Nothing in this memorandum 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 memorandum or any product or service resulting from activities contemplated by this memorandum, without prior written approval of an authorized representative of the other party. The parties acknowledge that by entering into this memorandum BERKELEY is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

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

**INTELLECTUAL PROPERTY**

Rights in intellectual property, publication, and data will not be secured under this memorandum. 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 or amended or extended by mutual consent in writing signed by authorized representatives of the parties. Termination or expiration of this memorandum will not automatically terminate any separate agreement between the parties related to the subject matter of this memorandum. **[Note: The advance notice required for termination is a business issue.]**

BERKELEY shall have the right to terminate this agreement in the case of occurrence of any of following events: (a) the Party is located in a country that is a U.S.-embargoed country or (b) the Party or their persons performing under this agreement 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 NAME] of this action in writing, and termination shall be effective as of the date of this notice.

**SPONSORING UNITS**

The following units are sponsors for the memorandum:

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

# General Terms

1. Each party is liable for its own acts and omissions under this memorandum, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
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 memorandum.
3. No export-controlled information shall be disclosed pursuant to this memorandum.
4. This memorandum is written in English and [language]. In the event of a discrepancy between the English and [language] version of this memorandum, the English version will prevail. [Only include if a translation is provided. GEO does not facilitate or provide official translations; however, the unit or partner may opt to do so]
5. This memorandum may be executed in counterparts, which taken together will constitute one document.

The parties agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document.

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| The University of California, Berkeley | [Partner International Institution] |
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| **Name**  Title  Date: | **Name**  Title  Date: |