**MEMORANDUM OF UNDERSTANDING**

**The Board of Regents by and on behalf of the**

**University System by and on behalf**

**Georgia Institute of Technology**

**and**

<**INSERT Name of International School/Entity HERE**>

This Memorandum of Understanding (“MOU”) is made and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** (“**GIT**”) having its principal offices located at 225 North Avenue, Atlanta, GA 30332 and <**INSERT Name of International School/Entity HERE**> having its principal offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. GIT and <**INSERT Abbreviated Name of Int’l School/Entity HERE**> are sometimes hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

**WHEREAS**, GIT and <**INSERT Abbreviated Name of Int’l School/Entity HERE**> have complementary interests and have the present intent to enter into discussions between authorized representatives to establish specific research, education, and financial arrangements, which may lead to opportunities of mutual benefit; and

 **NOW THEREFORE**, the Parties agree as follows:

1. **Areas of Cooperation.** The Parties agree to explore the possibilities of cooperation in the following general areas:
* Faculty exchange
* Student exchange
* Exchange of scientific and teaching materials
* Joint research projects
* Dual degree
* Conferences
1. **Research Collaboration.** GIT and <**INSERT Abbreviated Name of Int’l School/Entity HERE**> will initiate collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date, which shall outline the terms and conditions applicable to each activity, and as GIT is permitted under U.S. export laws and regulations, and as <**INSERT Abbreviated Name of Int’l School/Entity HERE**> is permitted under its country’s laws. The Parties understand and agree that the Georgia Tech Research Corporation (GTRC) is a cooperative organization of GIT and shall enter into any research agreements on behalf of GIT.

Joint research projects may be explored by appropriate faculty members with the approval of the Parties according to the established procedures at each institution.

3. **Intellectual Property.** No license, ownership or right in or to any intellectual property is granted hereunder to either Party. In the event any intellectual property arises hereunder, the Parties shall discuss in good faith and agree in a separate written agreement regarding the disposition and treatment of such intellectual property and/or technology transfer (if applicable) in accordance with applicable intellectual property laws, regulations, rules and policies. The Parties understand and agree that GTRC shall enter into any agreements involving intellectual property on behalf of GIT.

4. **Confidentiality.** Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written nondisclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.

5. **Anticorruption Compliance**. Each Party represents, to the best of its knowledge and belief, that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (*i.e*. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where such payment, gift, promise or advantage would violate any applicable anticorruption laws,, including but not limited to, the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (FCPA).

6. **Export Control.** The parties understand and agree to comply with all applicable Export Control laws and regulations, including the Arms Export Control Act, ITAR, EAR, and the laws and regulations implemented by the Office of Foreign Assets Control (OFAC).

7. **Accreditation**. **Please Select One of the Following for Insertion Here:**

**If Both Entities are Educational Institutions, use the following:**

GIT is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelor's, master's, and doctoral degrees. <Abbreviated University Abroad Designation> is not accredited by SACSCOC and GIT’s SACSCOC accreditation does not extend to or include <Abbreviated University Abroad Designation> or its students. Further, although GIT agrees to accept certain course work from <Abbreviated University Abroad Designation> to be applied toward an award from GIT, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from GIT. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of such course work or credits.

[Accreditation Language for University Abroad, if applicable.]

OR

**If GIT is the only Educational Institution, then use the following:**

GIT as an educational institution of higher learning is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelor's, master's, and doctoral degrees. <**INSERT Abbreviated Name of Int’l School/Entity HERE**> is not accredited by SACSCOC. GIT’s accreditation does not extend to or include <**INSERT Abbreviated Name of Int’l School/Entity HERE**> or any students outside GIT.

8. **Data Protection**. **Please Select One of the Following for Insertion Here:**

**For Entities Located in EU or EEA Countries:**

For purposes of this Agreement, the terms “controller”, “international organization”, “personal data”, “personal data breach”, “process(ing)”, “recipients”, and “third country” shall have the meanings given to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

Each party shall process personal data for the purposes set forth in this Agreement and in accordance with privacy and data protection laws, including the GDPR, to the extent applicable to the party’s processing of personal data.

For purposes of this Agreement, each party is considered a separate controller acting independently regarding its personal data processing.

To the extent applicable to it, each party shall comply with the GDPR’s rules regarding the transfer of personal data to recipients in third countries or international organizations, which may include entering into pertinent separate agreements as appropriate.

To the extent a party (“Disclosing Party”) discloses personal data to another party (“Receiving Party”), and GDPR applies to the Receiving Party relating to the processing activity in question, the Receiving Party shall notify the Disclosing Party without undue delay of any personal data breach relating to the personal data disclosed.

OR

**For Universities Located NOT in EU or EEA Countries:**

For purposes of the administration and academic cooperation and exchange hereunder, both Institutions acknowledge and agree to collect, process, use, disclose and manage personal data related to the exchange students in accordance with their applicable laws, regulations, rules and policies governing such data.

9. **Use of Names, Trademarks and Likenesses.** Neither Party may use the name or trademark of the other Party in any form of advertising or publicity without the express written permission of the other Party. Each Party must seek permission from the other Party by submitting the proposed use well in advance of any deadline.

Notwithstanding anything herein, neither Party shall in state or imply support, endorsement or sponsorship of the other in any materials or in connection with any of itsactivities, including, but not limited to, advertising, promotions, or marketing.

As applicable, both Parties shall be responsible for obtaining any necessary publicity releases, likeness/image releases and intellectual property rights in connection with their activities hereunder.

10. **Dispute Resolution**. The Parties will in good faith attempt to settle amicably any dispute or claim arising from or in connection with this MOU. In the event any dispute or claim cannot be resolved and prior to any formal legal action, the Parties agree to submit the dispute to non-binding mediation before a neutral mediator mutually selected by the parties.

11. **Severability**. If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.

12. **General**

* 1. The Parties are independent contractors and neither Party shall be deemed to be employed by the other Party. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties.
	2. Neither Party has the right or authority to bind the other Party, by contract or otherwise, to any obligation nor make any commitment, representation or warranty for or on behalf of the other Party. Each Party shall be responsible for its own acts, omissions and the results thereof.
1. Neither Party will incur any expense hereunder until and unless separate definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.
2. This MOU does not restrict either Party from collaborating with any other third parties in the areas specified in this MOU.
3. This MOU contains the entire agreement between the Parties regarding the subject matter set forth herein and supersedes any prior communications, written or oral. Any changes or modifications to this MOU must be in writing and signed by both Parties.
4. This MOU shall extend from the Effective Date and continue for a period of \_\_\_\_\_\_\_\_ (\_\_) years. This MOU is subject to revision and extension by mutual written consent.
5. Either Party may terminate this MOU upon six (6) months’ written notice. In the event of termination, participating students in any educational programs of the Parties at such a time shall be permitted to complete their activities in accordance with the terms of this MOU.
6. This MOU is written in English and may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

**{Signatures on the Following Page} -> Use or Omit as Needed**

**IN WITNESS WHEREOF**, the Parties have executed this MOU to be duly executed as of the Effective Date by their duly authorized representatives.

**The Board of Regents of the University**

**System of Georgia by and on behalf of** <**INSERT Name of International**

**Georgia Institute of Technology: School/Entity HERE**>**:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: **Bernard J. Kippelen**  Name:

Title: **Vice Provost for International Initiatives** Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reviewed by GIT Legal:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_