**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 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. **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.

4. **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).

5. **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).

6. **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.

7. **General**

* 1. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. 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. This MOU does not restrict either Party from collaborating with any other third parties in the areas specified in this MOU.
2. This MOU is a ***non-binding expression*** of the current intentions of the Parties and does not create any legally binding rights or obligations upon any of the Parties nor will any Party incur any expense hereunder until and unless definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.
3. Both Parties are educational institutions accredited by the appropriate agencies and/or commissions. The accreditation(s) of neither institution extend to the other institution or their students.

**Note:** If the international entity is not an educational institution, this subsection should only reference GIT and the following language should be used instead:

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. The Parties agree that GIT’s accreditation does not extend to or include <**INSERT Abbreviated Name of Int’l School/Entity HERE**> or any students outside GIT.

1. 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.
2. 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.
3. 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 caused 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:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_