**MEMORANDUM OF UNDERSTANDING**

**The Board of Regents of the**

**University System of Georgia by and on behalf of**

**Georgia Institute of Technology**

**and**

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

This Memorandum of Understanding (“MOU”) is made and effective as of the last date of signature below (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** (“**Georgia Tech**”) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Georgia Tech 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**, Georgia Tech 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. **Separate Agreements.** Other activities that may arise out of this MOU, including but not limited to, research collaborations, intellectual property ownership, etc., shall be contingent upon successful negotiation and execution of appropriate separate written agreements at a later date containing mutually agreeable terms and conditions specific to each activity. Any such agreement shall outline the terms and conditions applicable to each activity, including intellectual property ownership and technology transfer terms (if applicable), which shall be subject to applicable intellectual property and export laws, rules, regulations and policies.

Georgia Tech Research Corporation is a cooperative organization and non-profit research corporation of Georgia Tech. GTRC is also the owner and administrator of intellectual property developed by Georgia Tech. The Parties understand and agree that GTRC may enter into any agreements involving research and/or intellectual property on behalf of Georgia Tech.

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. **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 and in accordance with that Party’s applicable terms, guidelines and/or policies. Each Party must seek permission from the other Party by submitting the proposed use for review and request for permission well in advance of any deadline.

Notwithstanding anything herein, neither Party shall 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.

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. Georgia Tech’s performance hereunder is subject to applicable U.S. export control laws and regulations.

7. **Accreditation.** 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 Georgia Tech and the following language should be used instead:

Georgia Tech 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 Georgia Tech’s accreditation does not extend to or include <**INSERT Abbreviated Name of Int’l School/Entity HERE**> or any students outside Georgia Tech.

8. **Points of Contact.** The primary points of contact for this MOU are designated by the respective Parties as follows:

 **Georgia Tech:** Insert GT POC Name & Title Here

**Email:** Insert GT Email Here

**{Insert International School/Entity Here}: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Either Party may change its point of contact upon written notice to the other party.

 9. **Term, Renewal & Termination.** The term of this MOU shall extend **three (3) years** from the Effective Date. This MOU may be renewed by the parties upon mutual written agreement. Either party may terminate this MOU upon ninety (90) days’ prior 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.

 10. **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.

 11. **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 on either Party nor will either 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. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_