

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

**Wellesley College
Wellesley, Massachusetts, USA**

and

**[Name of Collaborative Institution]
City, Country**

General

This Memorandum of Understanding (hereinafter “MOU”) sets forth the mutual intentions of Wellesley College (hereinafter “Wellesley”) and **[Collaborative Institution]** (hereinafter “**xxxx**”) to facilitate international academic exchange, to develop academic and scientific relationships, and to support collaborative research activities.

International Activity Agreements

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These “International Activity Agreements” shall be subject to the terms of this MOU and shall be attached hereto as Appendices.

SECTION I Academic Freedom

Wellesley and **[Collaborative Institution]** hereby agree that generally accepted principles of academic freedom will apply to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOU or any International Activity Agreement.

SECTION II Non-Discrimination

It is the policy of each of Wellesley and **[Collaborative Institution]** not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. Wellesley and **[Collaborative Institution]** hereby agree to abide by these principles in the administration of this MOU and any International Activity Agreement, and neither institution and no International Activity Agreement shall impose criteria for the exchange of faculty or students or any other collaboration hereunder which would violate such principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Memorandum of Understanding and any related International Activity Agreements.

**SECTION III
Intellectual Property¹**

Each International Activity Agreement shall contain such provisions relating to intellectual property (IP) as the parties shall agree to. Subject to such specific provisions (which shall control as to the subject of each International Activity Agreement), Wellesley and [Collaborative Institution] hereby agree that each party to this MOU shall own the IP conceived, first reduced to practice or otherwise created solely by its employees or agents in furtherance of projects or activities contemplated by this MOU and using solely information and other materials of such party. IP conceived, first reduced to practice or otherwise created jointly by employees or agents of both parties shall be jointly owned by the parties, with each free to use or exploit such joint IP without a duty to account to or seek the approval of the other party.

**SECTION IV
Insurance**

Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations, including without limitation the activities contemplated by any International Activity Agreement. Such insurance shall provide coverage for negligent acts, errors or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

Students and others participating in programs contemplated by this MOU or any International Activity Agreement will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

**SECTION V
Conduct**

Each International Activity Agreement shall provide that any exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

**SECTION VI
High-Risk Travel**

When collaborative activities pursuant to this MOU or an International Activity Agreement involve Wellesley students traveling to a country deemed to be high-risk by the U.S. Department of State and/or Wellesley's vendor for emergency travel services, such travel shall require prior approval from Wellesley's International Safety Committee. Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of the International Safety Committee will be mutually agreed upon in writing.

¹ NOTE TO DRAFT: For collaborations that specifically contemplate the sharing of existing IP and creation of new IP, it is recommended to seek IP counsel to avoid accidental transfer of Wellesley's IP rights and ensure receipt of all expected rights. The provision drafted here is intended only to provide a "catch all" provision in case IP is exchanged or created in collaborations not intended to involve IP.

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**SECTION VII
Use of Name, etc.**

Neither party shall use the name, trade names, trade marks, service marks, trade dress, logos or any other designation of source or origin of the other party or of any of its constituent colleges or programs, or any marks or designations confusingly similar to the foregoing, in advertisements, publications or notices relating in any way to the activities described in this MOU or in any International Activity Agreement without the prior written approval of the party whose name is to be used. Once approved, all such use shall be subject at all times to the approving party’s usage instructions and guidelines.²

**SECTION VIII
Non-Assignment**

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder or under any International Activity Agreement without the written consent of the other party.

**SECTION IX
Relationship of Parties**

The parties to this MOU and to any International Activity Agreement hereunder are acting as independent contractors. Neither this MOU nor any International Activity Agreement shall be construed to create a relationship of partners, employees, servants, joint venturers or agents as between the parties.

**SECTION X
Designee/Notice**

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is designated in writing, with acknowledged receipt thereof.

For Wellesley:

For **[Collaborative Institution]**:

Name:

Name:

Title:

Title:

Email:

Email:

**SECTION XI
Application of Law**

This MOU and any International Activity Agreements shall be governed and construed under the laws of the Commonwealth of Massachusetts, United States of America, without

² NOTE TO DRAFT: Even where Wellesley may consent to use of a mark, it should be kept in mind that trademark law still requires monitoring of use in the absence of specific provisions that would prohibit the other party from using the provided marks in ways that may damage the reputation of Wellesley or the mark. Depending on the requested use, a separate trademark license agreement may be appropriate.

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regard to its principles of conflicts of law. In the event of disputes or misunderstandings that arise in the administration of this MOU or any International Activity Agreement, the parties will first consult with each other and attempt to resolve such disputes or misunderstandings informally. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions related to or arising out of activities described in this MOU or any International Activity Agreement shall be brought only in the courts of the Commonwealth of Massachusetts or the United States having jurisdiction in Norfolk County, Commonwealth of Massachusetts.

SECTION XII Public Announcements/Confidentiality

Neither Wellesley nor [Collaborative Institution] shall individually issue a press release or otherwise publicly discuss, such as through a press conference, the existence of this MOU, any term of this MOU, or any collaboration contemplated hereunder without the prior written approval of the other party or absent the joint appearance of both parties. Each of Wellesley and [Collaborative Institution] agrees to hold in strict confidence any and all information disclosed to it by the other.

SECTION XIII Indemnification

Each party to this MOU (the “Indemnifying Party”) shall indemnify the other party, and such party’s respective trustees, directors, officers, employees and agents (each, an “Indemnified Party”) from, and hold the Indemnified Party harmless against all actions, claims, costs and demands brought or made against any such Indemnified Party and all loss, damages, costs or other claims for compensation and any reasonable legal or other expenses which are awarded against, incurred by or paid or agreed to be paid by such Indemnified Party arising out of or in connection with (a) the breach by the Indemnifying Party of the binding terms of this MOU or any International Activity Agreement, (b) the violation by the Indemnifying Party of any law applicable to such Party or its activities in connection with this MOU or any International Activity Agreement, or (c) any intentional, willful, or reckless acts of the Indemnifying Party or its respective trustees, directors, officers, employees and/or agents in connection with MOU or any International Activity Agreement. The Indemnifying Party shall not dispose or settle any claim admitting liability on the part of the Indemnified Party without the Indemnified Party’s prior written consent.

SECTION XIV Termination

This MOU or any International Activity Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason upon six (6) months written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing International Activity Agreements. No International Activity Agreement shall be entered into after the date of such notice.

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**SECTION XV
Effective Date/Term**

This MOU shall become effective upon signature of all parties and shall expire ____ years after such date unless there are active International Activity Agreements operating under this MOU, in which case the MOU will be automatically extended until the termination of the International Activity Agreement(s) (however, no new International Activity Agreements shall be undertaken after the original MOU expiration date). This MOU shall be reviewed in its final year and may be extended by mutual written agreement of the parties.

**SECTION XVI
Miscellaneous.**

Entire Agreement/Modification/Survival. This MOU constitutes the entire agreement between the parties and may be amended only in writing signed by all parties. Sections III, VII, IX, XI, XII, XIII and this Section XVI shall survive termination of this MOU and any International Activity Agreement hereunder.

Acknowledgment. The parties acknowledge and thank Cornell University for providing and permitting use of its template Memorandum of Understanding and International Activity Agreements.

Signatories:

For Wellesley

Name: Andrew Shennan

Title: Provost

Date: _____

For [Collaborative Institution]:

Name: _____

Title: _____

Date: _____

**AGREEMENT ON STUDENT EXCHANGE:
APPENDIX [A, B, C, etc.] of Memorandum of Understanding**

between

**WELLESLEY COLLEGE,
for and on behalf of
[Academic Department], Wellesley, Massachusetts, USA**

and

**[COLLABORATIVE INSTITUTION], [for and on behalf of
Academic Department if applicable], [Country]**

Unless specifically set out below, this Agreement incorporates the terms and conditions set forth in the attached Memorandum of Understanding between Wellesley College (hereinafter "Wellesley") and [Collaborative Institution] (hereinafter "xxxx").

General

This International Activity Agreement seeks to broaden the scope of the academic curriculum of each institution and to provide a unique learning experience for students in an overseas environment, as well as to promote cooperation between the two institutions. The Parties agree on the terms and conditions stated below:

Article 1. The Parties

1.1 [Collaborative Institution, Country, Specific College or Program if indicated], hereinafter referred to as [Abbreviated Collaborative Institution Name].

1.2 Wellesley College, Wellesley, Massachusetts, USA, for and on behalf of [specify Academic Department if applicable], hereinafter referred to as "Wellesley" [or unit abbreviation if applicable].

Article 2. Admission/Selection Requirements for Exchange Students

2.1 [Define academic selection criteria [e.g. GPA, SAT, GRE, etc.].]

2.2 [Define language proficiency criteria [e.g. minimum TOEFL score].]

2.3 [Define any other selection criteria [e.g. major of study, coursework completed, etc.].]

Article 3. Interpretation

Terms used in this agreement but not defined in the context of their first use will have the meanings provided below, but if no definition is given in context or below then such term will be understood to have its plain meaning in the context of an educational exchange program.

3.1 [Define “exchange period” [i.e. either one or two consecutive, academic semesters, or equivalent, but no longer than two academic semesters, or equivalent, in which the student is attached].]

3.2 An “exchange student” is any undergraduate student who participates in the exchange program.

3.3 The “home institution” is the institution in which the student is originally enrolled.

3.4 The “host institution” is the institution to which the exchange student is attached for the duration of his/her exchange.

3.5 [Define any other terms that may be needed [e.g. full-time vs. part-time, etc.].]

Article 4. Student Exchange Parameters [Modify as Appropriate]

4.1 This agreement is founded on a reciprocal basis, with the intention of achieving an [approximately] equal number of semesters of exchange each way every year.

4.2 Two students in attendance for one semester each will be counted as the equivalent of one student for two semesters. In either case, two semesters of exchange will have been achieved.

4.3 A maximum of two (2) semesters of exchange each way per academic year will initially be arranged. The number of semesters of exchange may be amended by mutual agreement.

4.4 There is no obligation on either institution to nominate students for the exchange program or to accept any students nominated by the other institution.

4.5 Exchange students will continue as candidates for degrees of their home institution, and will not be candidates for degrees of the host institution.

4.6 Exchange students will agree in writing to be subject to the academic and conduct rules of the host institution, and the applicable laws of the host country.

4.7 The home institution will be responsible for screening and selecting students for this exchange program, and nominated students are subject to acceptance by the host institution. Students must be proficient in the language of instruction at the host institution to qualify for nomination as set forth in Article 2.2.

4.8 The host institution will assist with housing and other matters of hospitality and student support. Wellesley College will guarantee housing on campus in shared accommodation. [Collaborative Institution] will [describe as necessary].

4.9 Exchange students will be responsible for meeting country visa requirements for entry into the exchange program, obtaining their own visas and completing immigration requirements, and for obtaining the travel and other related documents needed to pursue studies at the host institution.

4.10 The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to their spouses and dependents.

4.11 No monetary consideration will be exchanged between the two Institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange program.

4.12 If the exchange student voluntarily withdraws before the end of the course, it will be considered as a completed exchange from the institution concerned. The parties agree that there will be no replacement for the student.

Article 5. Student Enrollment, Attendance and Assessment

5.1 Exchange students will be permitted to enroll at the host institution in any course for which they are qualified, subject to meeting admission requirements as set from time to time by the host institution, prerequisites, and timetable and capacity constraints of the host institution.

5.2 Full time participation in these courses by the students is required. Full time will be defined by the host institution.

5.3 Exchange students will obtain credits for the courses in accordance with the regulations of the home institution. Official transcripts for each student will be sent directly to the home institution at the end of each semester of the exchange period.

Article 6. Burden of Tuition, Fees, and Other Costs

6.1 Exchange students will pay tuition and related course fees at their home institution during the exchange period. They will be exempted only from tuition and related course fees at the host institution. [This may need further clarification as to what fees the exchange student may be responsible for.]

6.2 Exchange students will pay for all personal expenses incurred at the host institution, including visa, housing, travel, meals, health insurance, books and supplies; student services and student activity fees as applicable at the host institution; and any fee or charge in connection with practical work directly associated with their course(s) of study.

Article 7. Student Insurance

7.1 All exchange students will be required to be covered by adequate personal health (including hospitalization) insurance for the exchange period.

7.1.1 At Wellesley, all incoming exchange students will be automatically enrolled in Wellesley's Student Health Insurance Plan unless an appeal is accepted.

7.1.2 All Wellesley student residents at [Collaborative Institution] are required to have international accident and medical insurance that provides, in the country they are visiting, such services as [Collaborative Institution] shall specify from time to time.

7.1.3 At [Collaborative Institution] students will have insurance meeting such requirements as [Collaborative Institution] shall specify from time to time.

7.2 Wellesley students participating in exchange experiences abroad are required to complete all requirements for study abroad, as outlined the Wellesley Office of International Study.

Article 8. Administration of this Agreement

8.1 This Agreement will be administered at [Collaborative Institution] by [Office or governing body at Collaborative Institution] and at Wellesley by [Wellesley Academic Department Office].

8.2 Designee/Notice: The individuals named below are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this Agreement. All notices or communications hereunder should be directed to the persons named below unless another addressee is designated in writing, with acknowledged receipt thereof.

For Wellesley:

For [Collaborative Institution]:

Name:

Name:

Title:

Title:

Email:

Email:

Article 9. Term, Variation and Termination

9.1 This Agreement will be effective for a period of [five (5) years] from the date of the last signature.

9.2 This Agreement may be varied or modified only by mutual written agreement.

9.3 Either party will be entitled at any time at its absolute discretion to terminate this agreement by giving written notice six (6) months beforehand to the other. Such termination will not adversely affect any exchange in effect prior to the effective date of the termination, but no further exchanges shall be initiated after the date such notice is given.

9.4 Each party will ensure that adequate arrangements are made to complete all commitments that are in process before the exchange agreement is terminated.

EXHIBIT A TO MOU:
FORM OF INTERNATIONAL ACTIVITY AGREEMENT
FOR STUDENT EXCHANGE

Signatories:

For Wellesley [Department Chair]

Name: Andrew Shennan

Title: Provost

Date: _____

For [Collaborative Institution]:

Name: _____

Title: _____

Date: _____

**AGREEMENT ON FACULTY EXCHANGE:
APPENDIX [A, B, C, etc.] of Memorandum of Understanding**

between

**WELLESLEY COLLEGE,
for and on behalf of
[Academic Department], Wellesley, Massachusetts, USA**

and

**[COLLABORATIVE INSTITUTION], [for and on behalf of
Academic Department if applicable], [Country]**

Unless specifically set out below, this Agreement incorporates the terms and conditions set forth in the attached Memorandum of Understanding between Wellesley College (hereinafter "Wellesley") and [Collaborative Institution] (hereinafter "xxxx").

General

This International Activity Agreement seeks to extend exchange opportunities to faculty members and to further promote cooperation between the two institutions. The Parties agree on the terms and conditions stated below:

Article 1. The Parties

1.1 [Collaborative Institution, Country, Specific College or Program if indicated], hereinafter referred to as [Abbreviated Collaborative Institution Name].

1.2 Wellesley College, Wellesley, Massachusetts, USA, for and on behalf of [specify Academic Department if applicable], hereinafter referred to as "Wellesley" [or unit abbreviation if applicable].

Article 2. Selection Requirements for Faculty Participants

2.1 Visiting faculty members will be selected by the home institution, in consultation with the institutional contact at the host institution.

2.2 Priority will be given to faculty members from the _____ Department at [Collaborative Institution] and the _____ Department at Wellesley.

Article 3. Interpretation

Terms used in this agreement but not defined in the context of their first use will have the meanings provided below, but if no definition is given in context or below then such term will be understood to have its plain meaning in the context of an educational exchange program.

3.1 [Define “exchange period” [exchange period may vary from 2-8 weeks, and will be mutually agreed upon by the visiting faculty member and the host institution].

3.2 The “visiting faculty member” is any faculty member who participates in the exchange.

3.3 The “home institution” is the institution at which the faculty member is employed.

3.4 The “host institution” is the institution to which the visiting faculty member is attached for the duration of his/her exchange.

3.5 [Define any other terms that may be needed [e.g. full-time vs. part-time, etc..]]

Article 4. Faculty Exchange Parameters

4.1 This exchange agreement is founded on a reciprocal basis, with one visiting faculty member from each institution traveling to the partner in alternate years.

4.2 There is no obligation on either institution to nominate a faculty member for the exchange. In the event that no faculty member is nominated in a given year, there will be no exchange for that year.

4.3 Visiting faculty members will remain employed by their home institution for the duration of the exchange and will not be considered employees of the host institution.

4.4 Visiting faculty members will agree in writing to be subject to the academic and conduct rules of the host institution, and the applicable laws of the host country.

4.5 The home institution will be responsible for screening and selecting faculty members for this exchange program, and nominated faculty members are subject to acceptance by the host institution.

4.6 The host institution will assist with housing and other matters of hospitality and support.

4.7 Visiting faculty members will be responsible for meeting country visa requirements for entry into the exchange program, obtaining their own visas and completing the immigration requirements, and for obtaining the travel and other related documents needed to pursue the exchange at the host institution.

4.8 The obligations of the two institutions under this agreement are limited to visiting faculty members only and do not extend to their spouses and dependents.

4.9 No monetary consideration will be exchanged between the two institutions. The home institution will contribute \$2500 toward the cost of travel for its outgoing faculty member. The host institution will contribute \$2500 toward the cost of housing, meals and living expenses for the visiting faculty member that is visiting their institution.

Article 5. Visiting Faculty Responsibilities

5.1 Each visiting faculty member will be expected to offer two (2) lectures at the host institution. The topics will be determined in collaboration with the exchange coordinator at the host institution.

Article 6. Medical and Accident Insurance

6.1 All visiting faculty members will be required to be covered by adequate personal health (including hospitalization) insurance for the exchange period.

Article 7. Administration of this Agreement

7.1 This Agreement will be administered at [Collaboration Institution] by the Department of _____ and at Wellesley by the Department of _____.

7.2 Designee/Notice: The individuals named below are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this Agreement. All notices or communications hereunder should be directed to the persons named below unless another addressee is designated in writing, with acknowledged receipt thereof.

For Wellesley:

For [Collaborative Institution]:

Name:

Name:

Title:

Title:

Email:

Email:

Article 8. Term, Variation and Termination

8.1 This Agreement will be effective for a period of five (5) years from the date of the last signature.

8.2 This Agreement may be varied or modified only by mutual written agreement.

8.3 Either party will be entitled at any time in its absolute discretion to terminate this agreement by giving written notice six (6) months beforehand to the other. Such termination will not adversely affect any exchange in effect prior to the effective date of the termination, but no further exchanges shall be initiated after the date such notice is given.

8.4 Each party will ensure that adequate arrangements are made to complete all commitments that are in process before the exchange agreement is terminated.

EXHIBIT B TO MOU:
FORM OF INTERNATIONAL ACTIVITY AGREEMENT
FOR FACULTY EXCHANGE

Signatories:

For Wellesley

Name: Andrew Shennan

Title: Provost

Date: _____

For [Collaborative Institution]:

Name: _____

Title: _____

Date: _____

