**MEMORANDUM OF UNDERSTANDING**

between

***University NAME***

*College/Faculty/School*

*City, Country*

and

**The Board of Trustees of Illinois State University**

Normal, Illinois,

United States of America

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the date of last signature by and between University Name (“Abbr") and The Board of Trustees of Illinois State University, on behalf of its Office of International Engagement (“ISU” and, together with Abbr, each a “Party” and together, the “Parties”)*.*

Whereas,Abbr and ISU desire to explore potential research, teaching, and educational opportunities through which the Parties may collaborate; and

WHEREAS, the Parties desire to enter into this MOU for the purpose described above.

Now therefore, the Parties hereby agree to the following:

1. Scope. Consistent with applicable law, the Parties’ respective policies, and subject to the terms of this MOU, the Parties will explore engaging in the following types of collaboration, which must be mutually agreed upon in each such case:

* Professional training programs;
* Faculty and scholar exchanges;
* Joint research projects and educational programs;
* Exchange of scientific materials, publications and information; and/or
* Developing and conducting joint seminars and other academic events.

1. Activities under this Memorandum of Understanding. Activities taking place under this MOU will be initiated primarily by academic units within each Party, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each Party. Teaching beyond occasional lectures must be approved by the appropriate units within each Party.
2. Planning, Management, and Funding of Activities. Each distinct area of collaboration or activity will require a separate written agreement. Collaborating units are encouraged to work together to identify and secure outside funding as needed. Financial arrangements and obligations for each activity shall be stipulated in a separate agreement prior to the initiation of any such activity.
3. Nondiscrimination. Subject to applicable law, the Parties shall comply with all applicable federal and state nondiscrimination and equal opportunity laws, orders and regulations. Notwithstanding the foregoing, nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code, or guideline in complying with this provision.
4. Family Educational Rights and Privacy Act. To the extent that Abbr received or otherwise has access to “personally identifiable information” from “education records” of ISU, as such terms are defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232 g 34 CFR Part 99) (“FERPA”), or created educational records requirements of FERPA, which are available at <http://registrar.illinoisstate.edu/ferpa/>, Abbr agrees without limitations to (i) hold such information in strict confidence and not use or disclose such information except as permitted by this Agreement or as otherwise authorized by ISU; (ii) provide access to any such information upon request by ISU and ensure that such information is destroyed or transferred to ISU, at the request and under the direction of ISU, when the administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure, and use and promptly notify ISU in the event of a security incident that compromises the security of such information. Abbr acknowledges that ISU has designated Abbr a “school official” pursuant to 34 CFR § 99.31 (a)(l)(i)(B) and agrees that it is (i) under the direct control of ISU with respect to the use and maintenance of ISU’s educations records and (ii) subject to the requirements of 34 CFR § 99.33 (a) governing the use and redisclosure of personally identifiable information from such education records.
5. Indemnification. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
6. Intellectual Property Rights. This MOU is only intended to address research and academic cooperation and does not, nor shall it be construed to, cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement.
7. Export Control. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable, performance of some desired activities under this MOU may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by applicable export laws, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this MOU.
8. Use of Name, Logo, and Mark. Neither Party may use the name, logo, or mark of the other in any promotional or advertising material (including but not limited to website postings, public announcements and program brochures) without the prior written consent of the other Party pursuant to each Party’s policies.
9. Evaluation of Collaboration. All specific programs or projects undertaken pursuant to this MOU will be subject to mutual periodic evaluation by each Party’s appropriate stakeholders.
10. Execution; Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this MOU transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this MOU for all purposes.
11. Term, Amendment, Renewal, Termination. This MOU will become effective on the date of the last signature, for a period of Three (3) years. It constitutes the entire agreement between the Parties and may only be amended or renewed in writing signed by authorized representatives of both Parties. Each Party shall have the right to terminate this MOU by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.

In witness whereof, this Memorandum of Understanding has been executed by the Parties as of the last day written below:

(Abbr) The Board of Trustees of ILLINOIS STATE UNIVERSITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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