

### Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and is effective as of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, a public institution of higher education of the State of Texas that is located in Houston, Texas ("\_\_\_\_") and \_\_\_\_\_ ("\_\_\_\_\_"), an institution of \_\_\_\_\_ that is located in \_\_\_\_\_ and \_\_\_\_\_ shall be known collectively as the "Parties" and singularly as a "Party" or the "Party".

#### Recitals

Whereas, cordial relations exist between \_\_\_\_\_ and \_\_\_\_\_; and

Whereas, \_\_\_\_\_ and \_\_\_\_\_ have discussed mutual goals regarding academic opportunities for students and faculty; and

Whereas, \_\_\_\_\_ and \_\_\_\_\_ desire to establish a program to be formalized at a later date (the "Program") for the benefit of students and faculty of their respective educational institutions;

Now, therefore, the Parties enter into this MOU, in order to memorialize fundamental concepts regarding the Program.

#### Understanding of the Parties

In contemplation of establishment of the Program, the Parties agree as follows:

##### Article 1 (Objectives)

- A. To contribute further to the regional understanding between both countries (the United States of America and \_\_\_\_\_), both cities (Houston and \_\_\_\_\_), and both institutions (\_\_\_\_\_ and \_\_\_\_\_) through mutual cooperation programs.
- B. To further collaboration between \_\_\_\_\_ and \_\_\_\_\_ through academic programs in instruction, research and faculty development among the faculty and students of both institutions.
- C. To enhance the international experience of faculty and students in the areas of
  - 1. Research
  - 2. Joint Program and Collaboration
  - 3. Exchange of Faculty and Students.

##### Article 2 (Responsibilities of Parties)

- A. Both institutions commit themselves to identify concrete areas of academic collaboration and to explore the means to achieve a successful collaboration.
- B. The officials who will have the responsibility in coordinating the Program for the Parties are:

|                   |                   |
|-------------------|-------------------|
| <b>For _____:</b> | <b>For _____:</b> |
| Name: _____       | Name: _____       |
| Title: _____      | Title: _____      |
| Department: _____ | Department: _____ |
| College: _____    | College: _____    |

C. This MOU will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in relation to this MOU.

**Article 3 (Understanding of Parties)**

A. The Parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, the Parties agree to expend their best efforts on the design, implementation, and successful continuation of the Program.

B. This MOU shall remain effective from the effective date listed above until the end of the term of five (5) years.

C. The Parties understand and acknowledge that this MOU will provide the foundation for a more comprehensive agreement concerning the details of the Program; and that this MOU does not commit the Parties regarding the Program.

D. The Parties understand that this program must support through its activities the mission of \_\_\_\_\_ and the \_\_\_\_\_; that the programs may not use the name and official seal of the other Party or any of its components without the written consent of the president of the other Party or her/his designee; that the international program is subject to all policies and procedures of the Board of Regents and Administration of the University of Houston System, and must submit to reporting and auditing requirements as established by the University of Houston System, including consultation with an attorney from the Office of the General Counsel.

E. Any intellectual property matters that arise from the Program shall be addressed pursuant to applicable law and mutual written agreements among the Parties.

F. This MOU contains the entire understanding of Parties at this time. If either Party is unwilling or unable to continue with plans for the Program, that Party may do so by sending a written notice of regret to the other Party.

G. This MOU may not be amended or otherwise modified except by the written agreement of both Parties. Neither Party may assign this MOU without the other Party's prior written consent. The invalidity or unenforceability of any provision(s) of this MOU will not impair the validity and enforceability of the remaining provisions.

*In witness whereof*, the Parties have caused their fully authorized representatives to execute this MOU effective as of the date written above.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dean of the College of \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**