

AGREEMENT OF COLLABORATION
BETWEEN
[DEPARTMENT/CENTER] AT THE UNIVERSITY OF CALIFORNIA, SAN DIEGO AND
[DEPARTMENT/INTERNATIONAL PARTNER]

This Agreement of Collaboration (“Agreement”) is entered into by and between The Regents of the University of California, on behalf of [department/center] at the University of California, San Diego (UC San Diego), and [international partner department/university] (abbreviation of international partner). The aim of the present Agreement is to [_____]. Each party agrees to promote cooperation in fields of mutual interest through [select from, modify or add to the following – for each item deleted, remove corresponding sections in II - VIII]:

- a. Exchanges of faculty;
- b. Exchanges of [scientists/research fellows/postdoctoral scholars];
- c. Exchanges of graduate students;
- d. Exchanges of [publications/materials/information];
- e. Research collaboration;
- f. Joint [conferences/lectures/symposia];
- g. Special short term projects.

In this Agreement, “Home University” shall refer to the university at which [faculty, scientists, research fellows, postdoctoral scholars, graduate students] originate. “Host University” shall refer to the university that has agreed to receive visiting [faculty, scientists, research fellows, postdoctoral scholars, graduate students] from the Home University.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Organization & Administration

Each institution shall designate a faculty member, scientist or other academic to serve as the institutional representative who holds responsibility for all measures undertaken through this Agreement, including the coordination, administrative follow up and implementation of the Agreement. At UC San Diego, the designated representative for this Agreement is [name/title]. At [international partner], the designated representative for this Agreement is [name/title]. Either party may change the designated representative by providing written notice to the other party.

Any space and administrative support required for the visiting [faculty, scientists, research fellows, postdoctoral scholars, graduate students] shall be subject to the availability of the host department or laboratory.

During the final year of the Agreement, each partner will evaluate progress made toward achieving stated objectives and benefits to both institutions. The partners will then determine whether the Agreement will be renewed in its current form, modified, or allowed to expire.

II. Exchange of Faculty

UC San Diego and [international partner] shall cooperate in the exchange of faculty. In this context, both universities agree to the following general forms of cooperation and conditions for the exchange:

- a. Over the course of the Agreement, it is anticipated that UC San Diego faculty will [conduct research; teach; participate in program development] at [international partner], and [international partner] faculty will [conduct research; teach; participate in program development] at UC San

Diego. The number of faculty exchanged will be decided jointly by the Home and Host University.

- b. Faculty who participate in the exchange agree to abide by UC San Diego and [international partner] policies. Access to campus services, such as recreational and dining facilities, library resources, and an email account, is dependent on policies specific to each university.
- c. The parties anticipate that funding in the amount of [\$ ___][monthly/quarterly/annually] will be provided by the [Home University/Host University/other funding source] to faculty to cover costs related to the exchange, including: [airfare; housing; living expenses; health insurance; OTHER?].
- d. Faculty will be solely responsible for all other expenses associated with the exchange, and for any expenses for which funding is not available.

III. Exchange of [Scientists/Research Fellows/Postdoctoral Scholars]

UC San Diego and [international partner] shall cooperate in the exchange of [scientists/research fellows/postdoctoral scholars]. Each institution agrees to the following general forms of cooperation and conditions for the exchange:

- a. Over the course of this Agreement, it is anticipated that [number] UC San Diego [scientists/research fellows/postdoctoral scholars] will [conduct research; teach; participate in program development] at [international partner], and [number] [international partner] [scientists/research fellows/postdoctoral scholars] will [conduct research; teach; participate in program development] at UC San Diego. The actual number of participants exchanged will be decided jointly by the Home and Host University.
- b. The Host University shall provide information on available campus services, such as housing, recreational and dining facilities, library resources, an email account, and/or an ID card. Access to these and other campus services is dependent on policies specific to the Host University.
- c. The parties anticipate that funding in the amount of [\$ ___][monthly/quarterly/annually] will be provided by the [Home University/Host University/other funding source] to participants to cover costs related to the exchange, including: [airfare; housing; living expenses; health insurance; OTHER?].
- d. Participants will be solely responsible for all other expenses associated with the exchange, and for any expenses for which funding is not available.

IV. Exchange of Graduate Students

UC San Diego and [international partner] shall cooperate in the exchange of graduate students in the field(s) of [_____]. Each university agrees to the following general forms of cooperation and conditions for the exchange:

- a. Each academic year, the Home University may send a maximum of [number] students to the Host University. The number of visiting students in residence at any time at the Host University will be limited by the availability and willingness of faculty at the Host University to serve as mentors.
- b. When contemplating student selection, both institutions shall take into account academic ability, command of the host country language, and the adaptability of each individual to an overseas environment. It is understood that proposed candidates who are expected to engage in research at the Host University should be sufficiently advanced in their course of study to be able to provide meaningful research contributions.
- c. Proposed candidates shall initially be selected by the Home University, but are subject to final approval by the Host University. The Host University shall notify selected candidates of their approval at least 120 days prior to the official start date of the exchange, to allow sufficient time for visa processing.
- d. Participants will be considered non-matriculating students at the Host University and will continue as candidates for degrees at the Home University. Participants will not be eligible for candidacy toward a degree from the Host University.

- e. Participants from both institutions will have the option to audit courses at the Host University with the instructor's permission.
- f. The parties acknowledge that tuition reciprocity exchanges, in which participating students pay tuition and fees to their Home University and the Host University waives tuition and fees, can only occur with universities that have established agreements with the University of California Education Abroad Program (EAP). As [international partner] is not an EAP partner university, students from [international partner] who wish to enroll in courses for credit at UC San Diego must do so through Extension Concurrent Enrollment or Summer Sessions.
- g. Participants are subject to the policies and regulations of the Host University. The Host University reserves the right to request the return of any student to that student's Home University at any time when the student's research, academic performance or behavior is considered unsatisfactory. The Host University will inform the Home University and the UC San Diego International Center immediately if a participant withdraws from the exchange, fails to make satisfactory progress or is in danger of being dismissed from the Host University for performance or behavioral reasons. The Host University, in consultation with the Home University, may prohibit a participant from further participation in the exchange.
- h. Prior to departure to the Host University, the Home University will provide to participants information pertinent to the exchange, including: [required travel visas; a point of contact at the Home and Host University in case of emergency; health insurance; OTHER?].
- i. The Home University does not agree to the following: [_____].
- j. The Host University shall provide information on available campus services, such as an orientation, visa processing, housing, recreational and dining facilities, library resources, an email account, and/or an ID card. Access to these and other campus services is dependent on policies specific to the Host University.
- k. The representatives identified in Part I: Organization & Administration shall designate a Mentor (faculty member or researcher) for each participant who will provide the following: [List what the Mentor will provide here].
- l. Should a participant believe that he or she is not receiving sufficient support from the Mentor or Host University, the representatives identified in Part I: Organization & Administration will determine whether additional support is appropriate, and if so determined, will ensure provision of such support.
- m. The parties anticipate that funding in the amount of [\$____][monthly/quarterly/annually] will be provided by the [Home University/Host University/other funding source] to participants to cover costs related to the exchange, including: [airfare; visas; transportation to/from airport; housing; living expenses; health insurance; laboratory expenses; OTHER?].
- n. Participants will be solely responsible for all other expenses associated with the exchange, and for any expenses for which funding is not available.

V. Exchanges of [Publications/Materials/Information]

Contact between representatives of each institution will result in the exchange of [publications/materials/information] in the field(s) of [_____]. It is anticipated that [_____] will occur over the course of this Agreement.

VI. Research Collaboration

Contact between scientists of each institution will result in the development of joint research projects. Research proposals shall be submitted for the consideration of both parties and will contain the following information [select from, modify or add to the items below]:

- The nature of the proposed research;
- The names and locations of the institutions in which the research will take place;
- The names of the primary investigators at participating institutions and their c.v.;
- Planned duration of the research;

- Budget requirements and sources.

The scientists responsible for the research projects will submit a report to [name/title] [annually or other timeframe]. The report will include the following information [select from, modify or add to the items below]:

- Research progress;
- Joint papers published;
- Exchange activities carried out;
- Other activities conducted;
- A plan for future research activity.

VII. Joint [Conferences/Lectures/Symposia]

Contact between representatives of both institutions will result in the development of joint [conferences/lectures/symposia]. Proposals shall be submitted for the consideration of both parties and should contain the following information [select from, modify or add to the items below]:

- The nature of the proposed [conference/lecture/symposium];
- The names of the primary [conference/lecture/symposium] coordinators at both universities and the positions they hold;
- Planned duration of the [conference/lecture/symposium];
- Budget requirements and sources.

VIII. Special Short Term Projects

Contact between representatives of both institutions will result in the development of joint short term projects. Details on these projects will be discussed and defined by both parties at a later date.

****NOTE: To comply with UC San Diego policies, the following clauses are required. Discuss proposed revisions with the Office of International Affairs because any proposed revisions must first be approved - do not delete****

IX. Intellectual Property

[International partner] participants must sign form UPAY 585: *Patent Acknowledgement*, prior to conducting research at UC San Diego.

OR

All intellectual property and data generated under this Agreement will be administered in accordance with UC San Diego policies and procedures. It is a University of California policy that the University is the owner of any intellectual property derived from any work carried out exclusively within its facilities. UC San Diego and [international partner] will work together to discuss the management and disposition of inventions made under this Agreement by [international partner]-sponsored scholars while working at UC San Diego, with the goal of achieving an outcome that includes benefits to the scholar's home institution.

X. Discrimination Prohibition

Each university agrees not to discriminate in the selection or acceptance of any participants on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by law or UC San Diego policy.

XI. Use of UC San Diego's Name

Use of UC San Diego's name and trademarks is governed by California Educational Code, Section 92000. [International partner] may list UC San Diego as an associated university in factual statements. However, no form of UC San Diego's name may be used in advertisements, reports or other information released to the public without prior written approval of UC San Diego.

XII. Indemnification

UC San Diego's Indemnification. UC San Diego shall indemnify, defend and hold harmless [international partner], its officers, agents and employees from and against any proportionate claims, damages, costs, expenses (including an amount equal to reasonable attorneys' fees), proceedings or liabilities arising out of or in any way connected with the performance of, or failure to perform, UC San Diego's obligations under this Agreement including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons only in proportion to, and only to the extent that such claims, damages, expenses or liabilities arise from the negligence, willful acts or omissions of, or breaches of this Agreement by UC San Diego, its officers, agents, or employees.

[International partner]'s Indemnification. [International partner] shall indemnify, defend and hold harmless UC San Diego, its officers, agents and employees from and against any proportionate claims, damages, costs, expenses (including an amount equal to reasonable attorneys' fees), proceedings or liabilities arising out of or in any way connected with the performance of, or failure to perform, [international partner]'s obligations under this Agreement including, without limitation, claims, damages, expenses or liabilities for loss or damage to any property, or for death or injury to any person or persons only in proportion to, and only to the extent that such claims, damages, expenses or liabilities arise from the negligence, willful acts or omissions of, or breaches of this Agreement by [international partner], its officers, agents or employees.

XIII. Governing Law

This Agreement will be governed in all respects by the laws of the State of California. In the event of any difference, dispute or question arising from this Agreement, the responsible persons from each institution will endeavor to settle such matters amicably between themselves.

If any part or any provision of this Agreement shall prove to be unenforceable in law, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

[International partner] waives all claims of sovereign immunity, consents to the jurisdiction of the courts of the United States, and consents to the receipt of all notices (including service of process) through the mail or as otherwise allowed by law.

XIV. Translation / Language

This Agreement has been executed in English [and language]. The English language will control the interpretation of this Agreement and all other writings between the parties. Any translated writing, including this Agreement, will not alter the legal meaning of such writing or the intent of the parties.

OR

This Agreement has been executed in English and [language]. It is the intent of the parties that both versions be identical in substance, spirit, and interpretation. In the event of a conflict between the English and the [language] versions, the English language version shall prevail.

XV. Amendments

Any change to, or modifications of, this Agreement must be in writing, and shall only be effective if signed by the duly authorized representatives of both institutions.

XVI. Entire Agreement and Effective Date / Termination

This Agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties. This Agreement will be valid for [number] years starting from the latter date of the signing indicated below by each party. This Agreement may be extended by mutual, written agreement, signed by the duly authorized representatives of both institutions. Either institution may withdraw from this Agreement, provided written notification of the withdrawal is given to the other institution at least [number] days prior to the withdrawal date; however, no termination shall adversely interrupt or impair active participation in a program already in progress.

The following individuals, duly authorized, have signed the present Agreement on behalf of their respective institutions.

University of California, San Diego
United States of America

[International Partner University/Institution]
[International Partner Country]

[Name]
[Title, Department]

[Name]
[Title, Department]

Signed on this day: _____

Signed on this day: _____