



I. Intellectual Property

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

II. 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 UCSD policy.

III. Use of UCSD's Name

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

IV. Indemnification

UCSD's Indemnification. UCSD shall indemnify, defend and hold harmless [international partner], its officers, agents and employees from and against any 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, UCSD'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 in proportion to and 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 UCSD, its officers, agents, partners, or employees.

[International partner]'s Indemnification. [International partner] shall indemnify, defend and hold harmless UCSD, its officers, agents and employees from and against any 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 in proportion to and 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.

V. 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 the 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 the 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.



VI. 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 simultaneously 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.

VII. Amendments

Either institution may propose changes in the present Agreement provided the initiator informs the other institution of the proposed change(s) in writing at least [number] days before the proposed implementation of the change. Modifications to this Agreement shall only be effective when signed by the duly authorized representatives of each institution.

VIII. Entire Agreement and Effective Date / Termination

This Agreement contains all 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 each institution. Either institution may withdraw from the 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.