# COLLABORATION AGREEMENT

Between

[INTERNATIONAL PARTNER]

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of its Santa Barbara campus (“**UCSB**”)



This Schedule is agreed to by the Parties regarding the Program described below. Incorporated by reference as though set forth in full are the Standard Terms and Conditions dated as of

]. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the collaboration agreement between the Parties (the “**Agreement**”). All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule.

The Parties agree as follows:

# Program

# Project name:

The Parties contemplate a collaboration program as described below (the “**Program**”):

* 1. Collaboration

[SHORT DESCRIPTION OF THE PROGRAM ]. The program will have the following components:

1. UCSB will …
2. INTERNATIONAL PARTER will…
	1. INTERNATIONAL PARTER Responsibilities
3. [Nomination, selection, appointment, visa, housing, etc]
	1. UCSB Responsibilities
4. [Nomination, selection, appointment, visa, housing, etc]
5. All visitors must comply with all [UCSB policies](https://www.policy.ucsb.edu/policies/policies-a-z) and rules, including:
	1. In accordance to policy, the Educator(s) is required to complete mandatory Sexual Violence/Sexual Harassment Prevention Training on an annual basis.
	2. [IF APPLICABLE] Graduate students must undergo T.A. training at UCSB.

# Term

* 1. Effective Date:
	2. End Date: , unless earlier terminated in accordance with the terms of this Agreement.

# Facilities and Locations

At INTERNATIONAL PARTER, Participants are permitted to use the following: library and sport services during the opening hoursand such other Facilities as permitted by INTERNATIONAL PARTNER. Availability of, and permitted uses for, additional Locations and/or Facilities shall require the express permission of INTERNATIONAL PARTNER. The Department of [NAME] will provide shared offices for the visiting [student, faculty, scholar].

At UCSB, participants may use facilities and/or locations as permitted by UCSB. Availability of, and permitted uses for, additional locations and/or facilities shall require the express permission of UCSB. The Department [NAME] will provide shared offices for the visiting [student, scholar, faculty].

# Legal Notices

Legal notices shall be in writing and may be delivered personally to a designated representative of the Party or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee.

Legal notices shall be addressed as follows:

If to INTERNATIONAL PARTER, to:

If to UCSB, to:

Global Engagement

Office of Research

3227 Cheadle Hall, MC2050

Santa Barbara, CA 93106 USA

The Parties, by their duly authorized representatives, have executed and delivered the Agreement as of the Effective Date.

# THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

Name:

Title:

# INTERNATIONAL PARTNER

By:

Name:

Title:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of its SANTA BARBARA CAMPUS (“**UCSB**”) and INTERNATIONAL PARTNER (“abbreviation”)

DATED: STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the “**Standard Terms and Conditions**”) are hereby incorporated by reference into one (1) or more Schedules between UCSB and INTERNATIONAL PARTNER as though set forth in full. An Agreement shall consist of (i) the Standard Terms and Conditions, (ii) any Attachments and (iii) a Schedule. All capitalized terms are defined in the Standard Terms and Conditions or in the applicable Schedule. The Parties agree as follows:

# DEFINED TERMS

* 1. “*Agreement*” means the agreement composed of (i) the Standard Terms and Conditions,

(ii) any Attachment(s) and (iii) a Schedule.

* 1. “*Breach*” means the unauthorized acquisition, access, use or disclosure of Protected Information that compromises the security, confidentiality or integrity of such information.
	2. “*Breached Party*” means the Party that has experienced any confirmed or suspected Breach.
	3. “*Confidential Information*” means all proprietary information disclosed by a Party in writing and marked as confidential (or if disclosed orally identified at the time of disclosure by a Party as confidential and reduced to writing within thirty (30) days and marked as confidential) and Personal Data. Confidential Information shall not include any information that: (a) was or becomes publicly known and made generally available without the receiving Party's breach of any obligation, (b) is obtained from a third party who did not receive it in confidence, (c) is already legally in the possession of the receiving Party at the time of disclosure by the disclosing Party, as shown by the receiving Party’s files and records prior to the time of disclosure, or (d) is developed by the receiving Party independently, without use of or reference to the disclosing Party’s Confidential Information.
	4. “*Effective Date*” means the date, specified in a Schedule, on which the Term of the Agreement commences.
	5. “*End Date*” means the date, specified in a Schedule, on which the Term of the Agreement ends.
	6. “*Facility(ies)*” means those facilities, venues, premises and other locations, which are owned, leased, controlled, operated and/or staffed by the Host Party.
	7. “*Faculty”* means faculty members of either Party, as determined by context.
	8. “*Home Party*” means the Party with outgoing Participants (UCSB or INTERNATIONAL PARTNER, as determined by context).
	9. “*Host Party*” means the Party with incoming Participants (UCSB or INTERNATIONAL PARTNER, as determined by context).
	10. “*Intellectual Property”* means any designs, discoveries, software, inventions whether or not patentable, trade secrets, know-how, works of authorship that can be can be protected by copyright, trademark, patent, or other legal means.
	11. “*Law(s)”* means applicable laws, rules and regulations, including without limitation, local and national laws, rules, regulations and court orders pertaining to the Agreement and/or to either Party’s activities under the Agreement, including without limitation, those applicable to safety, data privacy and the privacy and protection of Protected Information, the protection of employees, export control and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any foreign equivalent).
	12. “*Location(s)*” means the locations, other than Facilities, where the Program will take place.
	13. “*Participant(s)*” means a Party’s Students, Faculty, Principal Investigators and/or Staff, as determined by context.
	14. “*Party(s)*” means UCSB and/or INTERNATIONAL PARTNER, as indicated by the context.
	15. “*Program*” means the collaboration and related activities contemplated by the Parties, as described in the Schedule.
	16. “*Protected Information*” means information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, Participant records, cardholder data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), individual financial information that is subject to Laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20

U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 et seq.) and the Fair Credit Reporting Act (15 USC § 1681 et seq.) or medical information (other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103)).

* 1. “*Schedule*” means the document signed by the Parties containing the details concerning the Program, which is attached to the Standard Terms and Conditions and incorporated into the Agreement by reference.
	2. “*Staff*” means the non-Faculty employees of either Party, as determined by context, including administrators.
	3. “*Student(s)”* means the students participating in the Program.
	4. “*Term*” means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.
	5. “*Work*” means a work of authorship that has been created and reduced to a tangible medium as defined by US Copyright law, including but not limited to computer software, as a result of the Program.

# COLLABORATION PROGRAM

The Program will not exceed framework set forth on the Schedule, provided that the Parties shall have the flexibility to agree to modifications to the work to be performed, as they believe appropriate, provided that such changes do not alter the scope of the Schedule. Any significant changes must be in writing and must be approved in advance by the Parties. INTERNATIONAL PARTNER shall notify UCSB, in advance and in writing, if it will be using materials or funding that is subject to obligations (e.g. licensing obligations) to a third party.

# HEALTH INSURANCE AND IMMUNIZATIONS

# 3.1. Health Insurance: Each Party may set its own requirements concerning health insurance for Participants visiting its Facilities. Participants may be required to provide proof of full health coverage that meets the insurance requirements of the Host Party as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at the Host Party will be provided to the Home Party within a reasonable time before the Program commences.

* + 1. The Home Party shall require its Participants to maintain comprehensive health insurance coverage for the duration of his/her time at the Host Party.
		2. UCSB may require visiting Participants to purchase a health insurance policy through UCSB and show proof of insurance while the Participant is visiting UCSB.
		3. UCSB Students who travel for the Program, if any, will register in the University of California Student Travel Insurance Program, which provides coverage for accidents, injuries, death, and repatriation of UCSB Students to the United States.
	1. **Immunizations**: the Home Party shall confirm and verify that each of its Participants has received all immunizations required by the Host Party, prior to visiting the Host Party. Upon reasonable request by Host Party, and in accordance with applicable Law, the Home Party shall provide written documentation reflecting its compliance with this Section.

# VISAS AND OTHER REQUIREMENTS

* 1. **Visas:** If the Participants are visiting the Host Party from another country, the Host Party will provide the Home Party with a list of the documentation required to obtain a visa.
	2. **Language Proficiency:** If UCSB is the Host Party, UCSB will inform INTERNATIONAL PARTNER of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or a documented interview conducted by the sponsor), as determined by UCSB in its sole discretion. Similarly, if INTERNATIONAL PARTNER is the Host Party, INTERNATIONAL PARTNER shall notify UCSB of any minimum language requirements that it may have.
	3. **J-**1 Insurance Requirement: All J-1 Visiting Scholars must provide proof of health insurance coverage that complies with US Department of State guidelines. Guidelines are available at: <https://oiss.ucsb.edu/scholars/prospective-j-1-scholars/insurance>.
	4. **Other Documentation:** Other documentation may be required by Host Party, in its absolute discretion. Home Party agrees to require its Participants to provide such documentation to the Host Party in a timely fashion, as a condition of participating in the Program.

# TERM AND TERMINATION

* 1. **Term**: The Term of the Program shall be as specified in the Schedule.
	2. **Termination without Cause:** Either Party may terminate this Agreement without cause, by giving the other Party written notice no less than ninety (90) days prior written notice to the other Party. Otherwise, this Agreement may be terminated for convenience, if mutually agreed upon by the Parties, in writing.
	3. **Termination for Breach of a Material Term:** This Agreement may be terminated by either Party with cause upon the breach of a material term of this Agreement by the other Party, by giving the other Party thirty (30) days' prior written notice of such breach, subject to the defaulting Party's right to cure the breach. In the event that the defaulting Party fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting Party may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period.
	4. **Immediate Termination:** Either Party may terminate this Agreement immediately upon notice to the other Party upon any of the following events: (a) a Breach experienced by the other Party, (b) the other Party's loss of licensure, certification and/or funding supporting the Program; (c) the terminating Party experiences damages, threats of damage, increased risk to reputation, or other negative consequence as a result of the other Party’s acts or omissions; (d) adverse changes in the legal and/or political landscape that materially and negatively impact the Program and/or jeopardize the health and/or safety of any Participants; (e) the other Party's loss of insurance coverage as required hereunder; (f) the other Party’s unauthorized transfer or assignment of rights, benefits or obligations under the Agreement; or (g) the other Party’s insolvency or bankruptcy filing (or similar action), or any proceeding that is instituted by or against the other Party seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization or relief of debtors.
	5. **Participant Termination**: The Host Party may terminate the participation of any Participant if such Participant has (or has expressed an intention to) violate any applicable Law, or the Host Party’s policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Parties shall discuss in good faith the potential dismissal of the Participant prior to such dismissal, however, the Host Party’s decision to terminate a Participant shall be subject to such Party’s sole discretion.
	6. **Participants’ Interests**: If the Program is terminated, the Parties agree to act in a manner that takes into consideration the interests of Participants.

# REPRESENTATIONS, INSURANCE AND INDEMNITY

* 1. **Representations**: Each Party covenants to conduct all of its activities relating to the Agreement in accordance with any and all Laws and applicable policies. Each Party also represents and warrants that it has the requisite personnel, skill, experience and resources to perform under this Agreement, and that it is not bound by any contract, commitment or other obligation which conflicts with its obligations under this Agreement.
	2. **Participant Compliance**: Each Party shall direct its Participants to comply with all Laws and the Host Party’s policies and rules (if applicable). If INTERNATIONAL PARTNER is the Home Party, INTERNATIONAL PARTNER acknowledges, and shall inform its Participants, that such Participants will be subject to the same policies as regular, full-time students at UCSB (e.g., UCSB is a totally smoke-free campus and smoking is prohibited inside UCSB Facilities, including dormitories, and anywhere on campus grounds). INTERNATIONAL PARTNER shall inform its Participants of this prohibition. INTERNATIONAL PARTNER shall direct its Participants to comply with all Laws and UCSB’s policies and rules. UCSB may prevent any Participant from entering or using its Facilities if such Participant fails or refuses to comply with any Laws or applicable policies, is deemed to pose a safety concern, or otherwise does not meet UCSB’s reasonable requirements.
	3. **Insurance:** The Parties shall each maintain, in a manner compatible with its local practices, funds or insurance policies of not less than USD $1,000,000 to cover general or public liability with coverage territory inclusive of the United States of America and its territories and automobile liability coverage for its activities in connection with the Program. Upon written request, each Party shall provide proof of insurance to the other Party. In addition, throughout the Term, each Party will maintain its usual and customary insurance or self-insurance for its own employees and operations.
	4. **Indemnification by INTERNATIONAL PARTNER:** INTERNATIONAL PARTNER shall defend, indemnify and hold UCSB, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of INTERNATIONAL PARTNER, its officers, agents or employees.
	5. **Indemnification by UCSB:** UCSB shall defend, indemnify and hold INTERNATIONAL PARTNER, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSB, its officers, agents or employees.
	6. **Cooperation:** The Parties agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Party (or its respective officers, agents and employees), each Party shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

# USE OF NAME

INTERNATIONAL PARTNER agrees that any use of the “University of California” or similar references to the University of California Santa Barbara, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

# CONFIDENTIALITY

* 1. If one Party discloses Confidential Information to the other Party, the receiving Party will:

9.1.1. Maintain the confidentiality of the disclosing Party’s Confidential Information, except as may otherwise be required by Law, including but not limited to, the California Public Records Act.

9.1.2. Use the same degree of care to maintain the secrecy of the Confidential Information as it uses to maintain the secrecy of its own information of like kind.

9.1.3. Use the Confidential Information only to accomplish the purposes of this Agreement and subject to management and audit review.

* 1. The receiving Party shall not disclose Confidential Information from the disclosing Party, except to the receiving Party’s Participants having a strict need to know, who agree to be bound by similar obligations of confidence, and only as required to accomplish the purposes of this Agreement.
	2. The provisions of this section will continue in effect for three (3) years after expiration or termination of this Agreement.

# DATA SECURITY AND PRIVACY

* 1. **Generally**
		1. Although the transfer of Protected Information is not anticipated as part of this agreement, should any Party collect Protected Information and transfer such Protected Information to the other Party, the transferring Party shall ensure that such Protected Information will be provided to the receiving Party if: (a) the transferring Party has obtained the Participant or other person’s Protected Information lawfully [or as allowable by applicable privacy Laws]; and (b)(i) the transferring Party has notified the Participant or other person, in writing, that it will share the Participant or other person’s Protected Information with the receiving Party, for the Participant or other person’s participation in the Program; or (ii) the Participant or other person has voluntarily consented to the transfer, in writing.
		2. Each Party shall:
			1. to the extent permitted by Law, keep all non-public Protected Information confidential, and handle Protected Information appropriately, in compliance with all Laws and such Party’s policies concerning privacy (e.g., University of California policies, INTERNATIONAL PARTNER’s comparable policies) and processes (e.g., the [University of California records retention schedule](http://www.ucop.edu/information-technology-services/initiatives/records-management/about-records-retention-schedule.html) found at [http://recordsretention.ucop.edu](http://recordsretention.ucop.edu/) and INTERNATIONAL PARTNER’s comparable processes), which may be updated from time to time;
			2. take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Protected Information; and
			3. promptly respond to any inquiries from Participants or other persons regarding Protected Information, and assist the other Party in responding to inquiries concerning Protected Information.

# Breach Reporting and Cooperation

* + 1. A Breached Party shall report any confirmed or suspected Breach to the other Party immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after the Breached Party reasonably believes a Breach has or may have occurred. The Breached Party’s report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Protected Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Protected Information (if known), (iv) what the Breached Party has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action the Breached Party has taken or will take to prevent future unauthorized access, use or disclosure. The Breached Party will provide such other information, including a written report, as reasonably requested by the other Party. In the event of a suspected Breach, the Breached Party will keep the other Party informed regularly of the progress of its investigation until the uncertainty is resolved.
		2. The Breached Party will fully cooperate with the other Party’s investigation of any Breach involving the Breached Party or the Program, including but not limited to making witnesses and documents available immediately upon the Breached Party’s reporting of the Breach. The Breached Party’s full cooperation will include but not be limited to:
			1. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit;
			2. Promptly (within 2 business days) designating a contact person for inquiries, and who will communicate the Breached Party’s responses to inquiries;
			3. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, and undertake appropriate response activities;
			4. Providing status reports to the other Party on Breach response activities, either on a daily basis or other frequency reasonably required by the other Party;
			5. Coordinating all media, law enforcement, or other Breach notifications with the other Party in advance of such notification(s), unless expressly prohibited by Law; and
			6. Ensuring that knowledgeable Staff is available on short notice, if needed, to participate in meetings and/or conference calls regarding the Breach.
		3. The Breached Party will make itself (and any officers, agents or employees, at no cost to the other Party) available to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Protected Information caused by the Breached Party that results in litigation, governmental investigations, or administrative proceedings against other Party, its directors, officers, agents or employees based upon a claimed violation of Laws relating to security and privacy or arising out of this Agreement.
1. **EXPORT CONTROL**

Contractor attests that it is not listed on the International Trade Administration's Consolidated Screening List (CSL) and will not engage in any activities under this Agreement, directly or indirectly (a) prohibited by U.S. laws related to combating terrorism; (b) with persons or organizations identified on the International Trade Administration's Consolidated Screening List (CSL) (<https://www.trade.gov/data-visualization/csl-search>) or entities owned or controlled by such persons; or (c) with countries which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by UCSB in its sole discretion.

# MISCELLANEOUS

* 1. This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Party hereby consents to the jurisdiction of courts in Santa Barbara County, California. INTERNATIONAL PARTNER waives all claims of sovereign immunity and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by Law.
	2. Neither Party shall be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any “Force Majeure” event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor

disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Party’s reasonable control. The Party claiming excusable delay shall promptly notify the other Party, in writing. If the delay lasts more than thirty

(30) days, the Party not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Party.

* 1. This Agreement may not be transferred or assigned by either Party to another entity without the prior written consent of the other Party.
	2. The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.
	3. The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.
	4. The Parties expressly agree and understand that the Home Party’s Participants are participating in the Program for educational purposes only and that such Participants are not employees of the Host Party for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers’ compensation insurance.
	5. Nothing contained in this Agreement is intended to or shall make any third party (including any Participant) a beneficiary of any rights or obligations of either Party under this Agreement.
	6. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.
	7. The controlling language of this Agreement is English. All communications and notices shall be in English. In the event that a translation of this Agreement is prepared and signed by the Parties, this English language version shall be the official version and shall govern in the event of a conflict with the translation.
	8. This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s), constitutes the entire agreement between UCSB and INTERNATIONAL PARTNER regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Parties. This Agreement supersedes any previous written or oral communication between the Parties.
	9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Party named below has executed a counterpart of this Agreement.

The provisions of Sections 6-11 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered, by their duly authorized representatives, the Standard Terms and Conditions as of the Effective Date.

# THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

Name:

Title:

# INTERNATIONAL PARTNER

By:

Name:

Title: