**Agreement of Collaboration**

**Between**

**[Department/Center] at the University of California, Santa Barbara 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, Santa Barbara “UCSB”, and [international partner] (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]:

1. Exchanges of faculty;
2. Exchanges of [research fellows/postdoctoral scholars];
3. Exchanges of graduate students;
4. Exchanges of [publications/materials/information];
5. Fundamental research collaboration;
6. Joint [conferences/lectures/symposia];
7. Special short term projects;

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

Neither party shall have any obligation under this agreement unless and until adequate and appropriate funding is secured.

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

1. **Organization & Administration**

Each institution shall designate a faculty member 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 UCSB, 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, research fellows, postdoctoral scholars, graduate students] shall be subject to the availability of space or administrative support within 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 parties will then determine whether to renew the present Agreement in writing. If so, and mutually agreeable, a modification will be signed by both parties to extend the agreement or allow the Agreement to expire.

1. **Exchange of Faculty** [remove this section if there is no exchange of faculty]

UCSB 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:

* 1. Over the course of the Agreement, it is anticipated that UCSB 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 UCSB. The number of faculty exchanged will be decided jointly by the Home and Host University.
  2. Faculty who participate in the exchange agree to abide by UCSB 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.
  3. The terms of cooperation for each specific project implemented under this MOU, including responsibility for any funding of such specific projects, are expected to be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any transactions involving the transfer of funds by one party to another are to be handled separately and in accordance with policies and procedures applicable to the specific transaction, and according to applicable law. Each institution is expected to designate a liaison officer to develop and coordinate the specific projects agreed upon.
  4. Home University shall furnish evidence of Workers’ Compensation and Employer’s Liability Insurance with statutory limits as required by the relevant legislation in the country where Visiting Faculty resides. Home University hereby grants to Host University, on behalf of any insurer providing Workers’ Compensation and Employers’ Liability insurance, a waiver of any right to subrogate which any such insurer of Home University may acquire against the Host University by virtue of the payment of any loss under such insurance.
  5. Home University shall require Visiting Faculty who visit Host University in performance of this Agreement to furnish to Host University documents evidencing that Faculty are covered under a policy of Travel Accident Medical Insurance during the time they are located at the Host University.
  6. When UCSB is the Host University, Home University shall submit to UCSB a properly completed “UC Waiver of Liability” form that is signed by any Visiting Faculty who visit UCSB in performance of this Agreement. The “UC Waiver of Liability” form is attached to this Agreement, and incorporated herein, as Attachment “A”.
  7. Home University faculty will be solely responsible for all other expenses associated with the exchange, and for any expenses for which funding is not available from the Host University. The Host University is not required to provide any funding under this Agreement.

1. **Exchange of [Research Fellows/Postdoctoral Scholars]** [remove this section if there is no exchange of Scientists/Research Fellows/Postdoctoral Scholars]

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

* 1. Over the course of this Agreement, it is anticipated that [number] UCSB [research fellows/postdoctoral scholars] will [conduct research; teach; participate in program development] at [international partner], and [number] [international partner] [research fellows/postdoctoral scholars] will [conduct research; teach; participate in program development] at UCSB. The actual number of participants exchanged will be decided jointly by the Home and Host University.
  2. 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.
  3. The Home University shall provide funding directly to participants to cover costs related to the exchange, including, but not limited to: [airfare; housing; living expenses; health insurance;]
  4. Home University shall furnish evidence of Workers’ Compensation and Employer’s Liability Insurance with statutory limits as required by the relevant legislation as required in the country where Visiting Research Fellow/Postdoctoral Scholar resides. Home University hereby grants to Host University, on behalf of any insurer providing Workers’ Compensation and Employers' Liability insurance, a waiver of any right to subrogate which any such insurer of Home University may acquire against the Host University by virtue of the payment of any loss under such insurance.

* 1. Home University shall require Visiting Research Fellows/Postdoctoral Scholars who visit Host University in performance of this Agreement to furnish to Host University documents evidencing that Research Fellows/Postdoctoral Scholars are covered under a policy of Travel Accident Medical Insurance during the time they are located at the Host University.
  2. When UCSB is the Host University, Home University shall submit to UCSB a properly completed “UC Waiver of Liability” form that is signed by any Visiting Research Fellows/Postdoctoral Scholars who visit UCSB in performance of this Agreement. The “UC Waiver of Liability” form is attached to this Agreement, and incorporated herein, as Attachment “A”.
  3. Participants will be solely responsible for all other expenses associated with the exchange, and for any expenses for which funding is not available. The Host University is not required to provide any funding under this Agreement.

1. **Exchange of Graduate Students** [remove this section if there is no exchange of graduate students]

UCSB 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:

* 1. The students participating in the exchange program under the terms of this agreement shall be selected initially by the Home University and the Host University shall make all final admission decisions in each case according to its own policies, practices and procedures.
  2. At UC Santa Barbara the Graduate Division will serve as a point of contact for Graduate students wishing to enroll as non-degree seeking students. If visiting graduate students will not be enrolling in courses, they will be classified as visiting scholars. In these instances, the specific academic department sponsoring the visiting scholar will serve as the point of contact and will provide information on resources available to scholars in this category.
  3. Each year, the number of exchange graduate students to be enrolled at the Host University shall be modified and confirmed by mutual consultation in advance. Depending on the funding sources, the exchange graduate students will self-pay or be fully sponsored by either the Home Institutions/home governments.
  4. The period of enrollment of the students shall not exceed one year.
  5. The field of study pursued by each graduate student admitted by the Host University under this Agreement shall be such that the Host University can provide appropriate courses of study.
  6. In order to carry out his or her courses of study, each student shall possess sufficient language ability, as specified by the Host University.
  7. Participating students shall continue as candidates for degrees at their Home University and will not be candidates for degrees at the Host University.
  8. For the purpose of promoting exchanges among students, each university shall endeavor to encourage graduate student participation in the event of research exchanges between researchers. Particularly in respect to exchanges involving those students in the doctoral programs, the universities shall make possible coordinated guidance by the supervising professors of both the Home University and the Host University.
  9. Students shall apply for admission following the appropriate academic department or University Application deadlines.
  10. Provided they satisfy course prerequisites, students shall be free to choose courses from the full range of courses based on class availability at the Host University.
  11. Each university agrees to provide documentation of course work completed by the students at the Host University. Documentation of course work shall be released upon the receipt of proper payment and student request, in accordance with the Host University’s policies, practices and procedures.
  12. The Host University shall endeavor to assist students planning to enroll in finding proper housing on or near the campus.
  13. Students must comply with Host University’s requirements of health insurance and rules and regulations of the Host University, including relevant academic standing and conduct requirements. Students may be required to purchase additional insurance, if required to meet Host University minimum.
  14. Each university will in part facilitate the acquisition of the appropriate visas from each institution. However, students are ultimately responsible for obtaining the required visas and documents in compliance with all relevant visa requirements and immigration laws.
  15. Participants with at least a bachelor’s degree (or its equivalent) and whom are not full time students may have an option to audit a course at the Host Institution with the instructor’s permission. This option to audit courses is not available for undergraduate students coming to UCSB who do not have a bachelor’s degree and/or graduate students whose primary purpose is not research.
  16. When UCSB is the Host University, Home University shall submit to UCSB a properly completed “UC Waiver of Liability” form that is signed by any Visiting Research Fellows/Postdoctoral Scholars who visit UCSB in performance of this Agreement. The “UC Waiver of Liability” form is attached to this Agreement, and incorporated herein, as Attachment “A”.

1. **Exchange of Undergraduates** [remove this section if there is no exchange of undergraduates]

If undergraduate student exchange shall take place under the auspices of this Academic Exchange agreement, a separate “Agreement on Undergraduate Student Exchange” will be negotiated between UCSB and [International Partner].

1. **Exchanges of [Publications/Materials/Information]** [remove this section if there is no exchange of Publications/Materials/Information]

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

1. **Research Collaboration** [remove this section if there is no Research Collaboration]

The parties will endeavor to collaborate on joint research projects. [Details on these projects will be discussed and defined by both parties at a later date; or, specify details of the research collaboration here].

1. **Joint [Conferences/Lectures/Symposia]** [remove this section if there is no Joint Conferences/Lectures/Symposia]

The parties will endeavor to develop joint [conferences/lectures/symposia]. [Details on these projects will be discussed and defined by both parties at a later date/or specify details here].

1. **Special Short Term Projects** [remove this section if there are no 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 Santa Barbara 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\*\***

1. **Use of the Partner Institution’s Name**

Use of UCSB’s name and trademarks are governed by University of California Policy 5010, California Educational Code, Section 92000, and federal trademark law. Partner acknowledges UCSB’s intellectual property rights in regards to the University of California marks and the goodwill associated therein, and will not modify change, alter, or otherwise diminish University of California marks. Each party may list the partner as an associated university in factual statements. However, no form of the partner’s name may be used in advertisements, reports or other information released to the public without prior written approval.

1. **Insurance**

1. Home University Insurance. Home University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance policies or programs of self-insurance as follows:

* 1. Commercial Form General Liability Insurance with minimum $1,000,000 limit.
  2. Workers' Compensation Insurance and Employers' Liability Insurance that covers work-related injuries and illness with statutory limits as required by the relevant legislation of country where Visiting Faculty and Visiting Research Fellows/Postdoctoral Scholars who visit Host University in performance of this Agreement reside. Home University hereby grants to Host University, on behalf of any insurer providing Workers' Compensation and Employers' Liability insurance, a waiver of any right to subrogate which any such insurer of Home University may acquire against the Host University by virtue of the payment of any loss under such insurance.

The coverages required herein shall not limit the liability of Home University.

The General Liability Insurance coverage shall include Host University as an additional insured where usual and customary.  Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Home University, its officers, agents, and employees. Certificates shall provide for advance written notice to Home University, in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage. On or prior to the start of this Agreement, Home University shall furnish Host University with certificates of insurance evidencing compliance with these requirements.

1. Host University Insurance. Host University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance policies or programs of self-insurance as follows:
2. Commercial Form General Liability Insurance with minimum $1,000,000 limit.

1. Workers' Compensation and Employers' Liability coverage as required by the relevant legislation in the country in which the Host University is located.

The coverages required herein shall not limit the liability of Host University.

The General Liability Insurance coverage shall include Home University as an additional insured where usual and customary.  Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Host University, its officers, agents, and employees. Certificates shall provide for advance written notice to Host University, in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage. On or prior to the start of this Agreement, Host University shall furnish Host University with certificates of insurance evidencing compliance with these requirements.

1. **Limitation of Liability**

In no event will either party be liable to the other for incidental, punitive, consequential or indirect damages arising under this Agreement, whether based in contract, tort or otherwise, even if that party has been advised of the possibility of such damages. The limitations contained in this Section shall apply regardless of whether the claim for damages is based on breach of contract, breach of warranty, tort or otherwise, and shall apply even where such damages are caused in whole or in part, by the negligence, gross negligence or acts and omissions of the party claiming damages or the party from whom damages are sought. This Limitation of Liability shall not affect the indemnification obligation set forth elsewhere in this Agreement.

[The Limitation of Liability provision is only to be included if UCSB is entering into an agreement with a for-profit organization. Delete this provision if entering into an agreement with a non-profit organization.]

**Indemnification**

UCSB’s Indemnification.  UCSB 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, UC Santa Barbara'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, but only in proportion to, and only to the extent that, such claims, damages, costs, expenses, proceedings, or liabilities arise from the negligence, willful acts or omissions of, or breaches of this Agreement by UC Santa Barbara, its officers, agents, or employees.

[International partner’s] Indemnification. [International partner] shall indemnify, defend and hold harmless UCSB, 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, but only in proportion to, and only to the extent that, such claims, damages, costs, expenses, proceedings, or liabilities arise from the negligence, willful acts or omissions of, or breaches of this Agreement by [international partner], its officers, agents or employees.

1. **Governing Law / Dispute Resolution / Severability / Miscellaneous**

This Agreement will be governed in all respects by the laws of the State of California but without regard to its conflict of law’s provisions. 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.

Nothing contained or implied in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

Nothing contained or implied in this Agreement establishes any institution as an agent, representative, or legal partner of the other institution.

1. **Translation / Language** [remove this section if there is no 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.

**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.

1. **Entire Agreement and Effective Date / Termination**

This Agreement contains all of the terms and conditions agreed upon by the parties regarding the subject matter hereof 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 60 days prior to the withdrawal date.

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

University of California, Santa Barbara [International Partner University/Institution]

United States of America [International Partner Country]

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Signed on this day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on this day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment A**

The following Waiver will be included in any agreement as an attachment.

<http://www.riskmanagement.ucsb.edu/Forms/rm/WaiverElecActivities.pdf>