

## MEMORANDUM OF UNDERSTANDING

### To Establish a Program of Scholarly Exchange and the Exchange of Students

between

\_\_\_\_\_ University,  
\_\_\_\_\_ [City], \_\_\_\_\_ [Country]

and

\_\_\_\_\_ [Name of Department, if relevant],  
\_\_\_\_\_ [Name of School, if relevant],  
Rutgers, The State University of New Jersey,  
\_\_\_\_\_ [Location, if relevant], New Jersey, USA

#### Article 1

The purpose of this Memorandum of Understanding (MOU) is to promote scholarly exchange and cooperation and student exchange between the Department of \_\_\_\_\_ at \_\_\_\_\_ University (“\_\_\_\_\_”) in \_\_\_\_\_, \_\_\_\_\_ [City, Country] and the Department of \_\_\_\_\_, School of \_\_\_\_\_ at Rutgers, The State University of New Jersey (“Rutgers”) in [location, if relevant] New Jersey, United States of America (hereafter the Parties, and singularly as the Party).

#### Article 2

Under this MOU the Parties undertake to promote and provide for the exchange of scholars and professional staff, the development of cooperative efforts in research and scholarly publication and for the exchange of students. The Parties are encouraged to explore cooperatively further avenues of interaction between the two institutions. Details of the implementation of any particular collaborative agreement shall be negotiated between the two institutions as such specific cases arise. Any such agreement will be legitimized by the completion of a specific Agreement of Cooperation.

#### Article 3

3.1: Faculty exchange programs or joint research projects in areas of mutual interest may be negotiated under the terms of this Agreement. Faculty participating in the program of exchange must be nominated by the sending institution and accepted by the host institution according to procedures developed internally at each institution and following a timetable to be

determined mutually by the two institutions. The total number of exchanges in any one year will be determined in consultation between the two institutions.

3.2: The primary responsibility of each faculty exchangee shall be scholarly activity, including research, in collaboration with colleagues at the host institution. Unless otherwise specified, the exchangees are to have no formal classroom teaching responsibilities at the host institution.

3.3: Either Party may propose to the other specific individual research projects for collaboration. Such proposals may be made at any time and the Parties will develop an agreement for each agreed-upon project. The protection and utilization of any intellectual property arising out of a research project will be addressed in each individual project agreement.

3.4: The Parties may develop and offer joint courses (written and/or using distance technology) in teaching programs through innovative techniques and formats employed in the educational process.

3.5: The visiting scholars participating in this exchange shall be subject to the host institution's policies and regulations concerning academic personnel and intellectual property. They shall not be required, however, to comply with any such policy or regulation that is in contravention to their obligations to their home institution. In the event of a dispute, the Parties agree to work cooperatively to find a mutually satisfactory solution and to provide consistent guidance to the affected faculty member.

3.6: The host institution bears no financial responsibility for scholars visiting their institution under this Agreement, including the cost of travel between the two institutions, the cost of accommodations and food, and other personal expenses. The salary of each participant shall be paid by the sending institution during the term of the exchange.

3.7: Participants will be required to carry medical insurance equivalent to the typical policy available for visiting scholars to that country. The host institution shall bear no responsibility for any health-related expenses incurred by a visiting scholar.

3.8: Participants will be responsible for meeting all regulatory eligibility requirements and complying with all applicable customs and immigration laws and regulations for their stay at the host institution.

3.9: For each participant in this exchange the host institution will assist in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus. Further, the host institution will provide suitable office space and access to research equipment and library materials. Where necessary, the host institution will assist in finding support for research expenses incurred by the visiting fellow during the period of residence. The host institution, however, makes no guarantees that any such support for research expenses will be available.

## **Article 4**

4.1: Any graduate and/or undergraduate students participating in this program must be nominated by the sending institution and accepted by the host institution in accordance with its admission procedures and regulations. The total number of participants in any one year will be determined in consultation between the two institutions.

4.2: Any reciprocal undergraduate student exchange between the Parties requires a separate approval process and the signing of a more detailed Agreement of Cooperation through Rutgers Global–Study Abroad.

4.3: The period of stay for visiting students shall be determined by the two Parties. During their stay students shall conform to the regulations of the host institution that apply to them.

4.4: The host institution bears no financial responsibility for students visiting their institution under this Agreement, including cost of travel between the two institutions, the cost of accommodations and food, and personal expenses of the visiting student participants. Arrangements regarding the payment of tuition and fees by or on behalf of exchange and visiting students will be spelled out in the specific Agreement of Cooperation.

4.5: All participating students will be required to carry health insurance at a level equivalent to or greater than the coverage required at the host institution for international students. Students visiting Rutgers University must provide evidence of an insurance policy that is compliant with the Affordable Care Act, or purchase the Rutgers Student Insurance program available at the time of enrollment. They will be exempted from purchasing health insurance only upon providing acceptable evidence of equivalent insurance. The host institution shall bear no responsibility for any health-related expenses incurred by an exchange or visiting student.

4.6: The host institution shall assist the student in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus.

4.7: Participants will be responsible for meeting all regulatory eligibility requirements and complying with all applicable customs and immigration laws and regulations for their stay at the host institution.

## **Article 5**

The Parties agree to encourage the development of other sorts of scholarly activities of mutual interest, including collaborative research projects, the potential participation of graduate students from the two universities in such projects, and short-term visits by faculty members

from one of the institutions to the partner institution. Furthermore, when a conference is held at either institution on a subject of mutual interest, invitations to participate, wherever reasonably possible, will be extended to faculty in related disciplines at the partner institution.

#### **Article 6**

6.1: Other than as expressly provided herein, no funds shall be exchanged between the Parties without an addendum hereto or a separate agreement enumerating the specific cost and expense related thereto.

6.2: It is jointly understood and agreed that the implementation of the above provisions will be subject to the availability of necessary funding and other resources at the partner institution.

6.3: Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender identity or expression, age, marital status, ethnicity, religion, national origin, sexual orientation, or disability, or any other category covered by law in its admission, programs, activities, or employment matters.

#### **Article 7**

The responsible coordinator for Rutgers for purposes of administering the terms of this MOU is \_\_\_\_\_ [name], \_\_\_\_\_ [title]. The responsible coordinator for \_\_\_\_\_ [partner] for purposes of administering the terms of this MOU is \_\_\_\_\_ [name], \_\_\_\_\_ [title]. Any change in the coordinator for one Party shall be communicated in writing to the coordinator of the other Party within 30 days of any such change.

#### **Article 8**

Notwithstanding any versions of this MOU which may exist in languages other than English, Rutgers shall be bound only by the provisions of this MOU as expressed above in this English version.

#### **Article 9**

This MOU is dependent upon endorsement below by the appropriate officers of the two institutions and will be effective for a period of three (3) years from the date of their signing. At the end of that period the MOU will be subject to renewal or modification by mutual written consent of the two institutions. All modifications to this MOU must be in writing and signed by both Parties, which form part of this instrument as Annex. Either Party may terminate this Agreement upon at least six (6) months' written notification. Both Parties agree that all activities in progress at the time of the notice of termination will be concluded in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have offered their signatures:

**For: Rutgers, The State University of  
New Jersey**

**For: *[Partner]***

**By:**

**By:**

\_\_\_\_\_  
*[Name]*  
Dean, *[Name of unit]*

\_\_\_\_\_  
*[Name]*  
*[Title]*

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
*[Name]*  
Chancellor (or Provost), *[Name of division or university location]*

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Prabhas V. Moghe**  
Executive Vice President for Academic Affairs

**Date:** \_\_\_\_\_

*DRAFT*