**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TUFTS UNIVERSITY**

**AND**

**[UNIVERSITY]**

The Trustees of Tufts College (aka “Tufts University,” or “Tufts”) and [University] hereby enter into a Memorandum of Understanding (“MOU”), made as of the \_\_\_ day of \_\_\_\_\_, [year], to promote collaboration in areas of mutual interest and benefit.

# **PURPOSES**

The purposes of the MOU between Tufts and [University] are as follows:

* to promote interest in the teaching and research activities of the respective institutions;
* to deepen the understanding at each institution of the economic, cultural and social issues relating to its counterpart; and
* to promote collaboration between Tufts and [University] as set forth more fully in this MOU.

# **ACTIVITIES**

To achieve the purposes of this MOU, Tufts and [University] will promote cooperation on activities of mutual interest in the following areas (“Activity” or “Activities”), insofar as the interests and means of each institution allow and in their sole discretion:

* institutional exchanges by inviting faculty and staff of the other institution to participate in a variety of teaching and/or research activities and professional development;
* receiving students of the other institution for periods of study and/or research, subject to the terms and conditions as set forth in an implementation agreement..
* symposia, conferences, short courses and meetings on research issues;
* joint degree and continuing education programs; and
* information exchange pertaining to developments in teaching, student development and research at each institution.

The number and scope of the Activities under this MOU shall be determined by the funds regularly available to the parties for the types of activities undertaken and by financial assistance as may be sought by any party from external sources. No specific financial commitment by any party is to be implied from this MOU.

# **AGREEMENT COORDINATION AND IMPLEMENTATION**

## [University] and Tufts shall each appoint a point person, or Agreement Coordinator, who will manage the overall relationship between the two institutions and will be the point of contact for discussing all future Activities being contemplated under this Agreement and for facilitating and negotiating the Implementation Agreements. The Agreement Coordinator shall have the following responsibilities:

* ensure the orderly flow of information on all Activities between Tufts and [University];
* serve as the primary point of contact for each institution with regard to the status of all Activities;
* coordinate the preparation, review and internal approval of all Implementation Agreements, consistent with the respective policies and procedures of each institution;
* Troubleshoot miscommunications and/or other obstacles relating to Activity implementation.

## An Implementation Agreement providing details concerning the specific commitments made by each party shall be required for implementation of any activities or programs developed under this MOU and shall reference this MOU as the master agreement between Tufts and [University]. Implementation Agreements shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the respective institutions.

Each Implementation Agreement entered into hereunder shall provide for the designation of an appropriate individual, who may also be the Agreement Coordinator, to serve as the day-to-day coordinator of specific Activities (“Activity Coordinators”). Activity Coordinators shall have the following responsibilities:

* serve as primary representative responsible for the day-to-day implementation of each Activity;
* coordinate (and manage where appropriate) staffing for the Activity;
* manage Activity budgets and other administrative matters as set forth in the Implementation Plan and Implementation Agreement.

# **FINANCIAL MATTERS**

## The scope and number of Activities under this MOU shall be determined by the funds regularly available and allocated at both institutions for the types of collaboration undertaken and by financial assistance as may be sought by either institution from external sources. No specific financial commitment by either party shall be implied from this MOU. Except as may be stipulated in any specific Implementation Agreement which has been executed by both institutions, each institution shall be responsible for expenses incurred by its faculty members, employees, and students under this MOU.

# **TERM AND TERMINATION**

## ***Term***. Upon approval and execution by each institution, this MOU shall remain in effect until [date] (“Term”), unless terminated earlier by either party in accordance with the terms hereof.

## ***Termination***. Either party may terminate this MOU for any reason or no reason by giving the other party at least ninety (90) days’ advance written notice of its intention to terminate. Termination shall be without penalty. If this MOU is terminated, except as set forth in any Implementation Agreement, neither Tufts nor [University] shall be liable to the other for any monetary or other losses which may result from such termination. Any Activity agreed upon between the parties before the date of termination above and covered by a duly authorized and executed Implementation Agreement shall not be affected by the termination of this MOU unless such Activity’s Implementation Agreement is terminated as well in accordance with its terms.

# **INTELLECTUAL PROPERTY**

## ***A. Ownership of Intellectual Property Rights***. The Parties agree that ownership of rights in intellectual property developed as a result of Activities conducted under this MOU, including ownership of copyrights, patents, and trademarks (“Intellectual Property”), shall be as set forth in the applicable Implementation Agreement.

## ***Use of Trademarks***. [University] shall not use the name “Tufts” or “Tufts University” or the name of any school or division thereof, or use any logo or insignia of or otherwise identify Tufts or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Tufts, which consent may be withheld or granted by Tufts in its sole and complete discretion at any time or times. All approvals from Tufts shall be requested from and be granted by Tufts’ Office of University Counsel. Tufts shall not use the name [University] or the name of any school or division thereof, or use any logo or insignia of or otherwise identify [University] or any school or division thereof, in any form of publicity or disclosure without the prior written consent of [University], which consent may be withheld or granted by [University] in its sole and complete discretion at any time or times.

# **VII. CONFIDENTIALITY**

Except as otherwise set forth in an Implementation Agreement or except as legally required, each Party undertakes not to disclose to third parties any confidential or proprietary information that such Party receives from the other Party or any information about the formation of the Center.

# **GENERAL**

## ***Publicity.*** Neither partyshall communicate with members of the media or otherwise make any public announcement regarding the terms of this MOU or of the collaboration contemplated herein, without the prior written consent of the other party.

## ***Dispute Resolution.*** The Parties agree to consult with each other in good faith to resolve any disputes, direct or indirect, that may arise regarding the interpretation and/or implementation of this MOU.

## ***Counterparts.*** This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the parties and delivered to the other party.

## ***Entire Agreement.*** This MOU constitutes the entire agreement between Tufts and [University] with respect to the subject matter herein. Except as expressly provided in this MOU, this MOU (and a certified legal translation in Italian) supersedes all prior communications, oral or written, between Tufts and [University]. No revision or waiver of this MOU shall be valid unless made in writing and signed by duly authorized representatives of the parties.

EXECUTED as of the day and year first above written:

Trustees of Tufts College [University]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title: