**MEMORANDUM OF AGREEMENT BETWEEN**

**THE UNIVERSITY OF TOLEDO, USA**

**&**

**THEUNIVERSITYAFFILIATE, THEAFFILIATECOUNTRY**

The University of Toledo (Ohio, USA) and Theuniversityaffiliate (Theaffiliatecountry) (hereinafter “THEAFFILIATEABBREVIATION”), wishing to establish cooperative relations between the two institutions, and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic affiliations subject to the following agreed upon terms and conditions contained herein.

**Article 1: Objective of the Agreement.**

The purpose of this Agreement will be to establish a mutually-beneficial educational and pedagogical relationship with THEAFFILIATEABBREVIATION. This Agreement establishes the formal understanding of the scope of operations between the two institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities.

**Article 2: Scope of Agreement.**

In this Agreement:

1. “Exchange” means a one-for-one exchange of Participants from each party;
2. “Participants” means students or residents participating in the program or activity implemented herein;
3. “Home Institution” means the university from which the Participant intends to graduate;
4. “Host Institution” means the university that has agreed to receive the Participants from the Home Institution;
5. “Faculty” means academic personnel employed by party for teaching and/or research.

This Agreement will be carried out, subject to the availability of funds of either party, and subject to the authorized approval of The University of Toledo and THEAFFILIATEABBREVIATION. Activities engaged in under this Agreement include: [the exchange of Participants from each institution for traditional student exchange programs; study abroad of Participants between institutions; the hosting of visiting Faculty from the other institution; development of joint degree programs (e.g., 2+2, 2+1, 2+2+1, and/or 2+1+1); the organization of joint seminars and conferences; the exchange of academic program materials; the development of joint research and publications].

XXXXXXXXXX

**Article 3: Implementation of Agreement as applied to individual programs.**

1. Liaison Officer. For each program or activity described above, each party designates a Liaison Officer to develop and coordinate all activities relative to the program or activity as follows.

University: The University of Toledo

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

College of \_\_\_\_\_\_\_\_\_\_\_\_\_

2801 W. Bancroft Street, MS#\_\_\_

Toledo, Ohio 43606

THEAFFILIATEABBREVIATION:

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1. Should additional specific terms be necessary to the program or activity under this Agreement, the parties will reach a written, signed agreement prior to the starting date of the program or activity.
2. Participant exchange balance. For a program involving the exchange of Particiapnts from each institution, a balance of one-for-one Participant exchange should be maintained and will be reviewed annually.  If a significant imbalance occurs, the reciprocality of the exchange will be suspended until the imbalance is resolved. In the alternative, either party may opt to suspend or terminate the imbalanced exchange in writing with 90 days notice to the other party.
3. Visiting Faculty. The Host Institution will accept Faculty subject to mutual scholarly and programmatic interests determined by the respective institutional representatives, availability of facilities, previous or continuing Faculty collaborations, among other relevant factors given the situation will be considered in making this decision. The purpose of any such visit must be teaching and/or cooperative research. No such visit will exceed one (1) academic year as that period is defined by the Host Institution, unless otherwise agreed to in writing by the institutions. Faculty and/or scholars will remain on their Home Institution’s payroll. The Home Institution also remains responsible for the administration of any taxes, benefits or other financial obligations of the Home Institution.

**Article 4: Implementation of Agreement as applied to clinical programs.**

1. Host Institution shall advise the Home Institution in advance of all facilities used in clinical education. Home Institution may prohibit Participant and Faculty involvement at any particular facility.
2. Host Institution shall provide Participants and Faculty with an orientation to the facilities used for clinical education under this Agreement to include, but not be limited to safety and patient privacy, as applicable.

1. Host Institution shall permit Participants and Faculty to provide, participate in, or assist in the provision of care and related services to patients only (i) under supervision of English-speaking, appropriately licensed clinicians and with adequate mentoring; (ii) consistent with supervisor, Participant and Faculty training, experience and credentialing; (iii) consistent with all applicable laws, regulations, and accreditation requirements; and (iv) subject to patient choice and professional appropriateness.
2. Receiving Institution retains ultimate responsibility for the services provided to its patients.
3. Home Institution shall ensure that Participants and Faculty meet the required vaccination and other health measures in connection with the visit abroad and as may be required and communicated in writing by Host Institution.
4. Host Institution shall provide immediate medical attention to Participants and Faculty, at Participant’s or Faculty’s expense, as applicable, in the event of Participant or Faculty exposure to infectious or environmental hazards, or other occupational injuries as a result of a clinical assignment hereunder.
5. Host Institution agrees to evaluate Students and Residents in a timely manner as reasonably required by the Home Institution.
6. The parties agree that any joint research or other research related projects proposed to be developed or implemented under this Agreement which impose a financial obligation on either party, shall require a separate, individual written agreement. Such subsequent agreements shall set out the details of the conditions and understandings of the parties for each such proposed collaboration and shall be developed in collaboration with appropriate authorities.
7. Should any collaboration between the parties result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise.
8. Any disciplinary proceedings against Participants or Faculty shall only be conducted by the Home Institution in accordance with the Home Institution’s policies and procedures.
9. Participants and Faculty participate in the clinical education hereunder with no expectation of reimbursement of any expense or expectation of any salary or other monetary consideration.
10. Each party agrees that there are no expenses under this Agreement that are expected or anticipated to be paid by one party to the other party.

**Article 5: General program requirements.**

1. Tuition and fees.
   1. University of Toledo Participants

[For exchange program: Participants from The University of Toledo attending  THEAFFILIATEABBREVIATION will register and pay the standard tuition and fees to The University of Toledo.]

[For non-exchange program: Participants from The University of Toledo attending THEAFFILIATEABBREVIATION will pay tuition as determined by the THEAFFILIATEABBREVIATION, which may not be greater than the tuition charged to non-residents and may be eligible to apply for a student scholarship from THEAFFILIATEABBREVIATION, if available at the time of application.]

* 1. THEAFFILIATEABBREVIATION Participants

[For exchange program: Participants from THEAFFILIATEABBREVIATION attending The University of Toledo will register and pay the standard tuition to the THEAFFILIATEABBREVIATION.]

[For non-exchange program: Participants from THEAFFILIATEABBREVIATION attending The University of Toledo will be assessed standard tuition and fees including the out-of-state surcharge and may be eligible to apply for an international student scholarship from The University of Toledo consistent with the policy that exists at the time of admission into partnership program. The current scholarship guideline states that Participants enrolled in a partnership program at their Home Institution with a 3.0/4.0 GPA or higher at the time of transferring to The University pf Toledo will be granted an International Student Scholarship of $9,200. To be eligible for the International Student Scholarship, the Participant must register for all courses prior to the 15th calendar day of the academic term. The scholarship is renewable and is subject to the award recipient satisfying the renewal terms and conditions, which is currently earning 27 University of Toledo credit hours within two semesters of the academic year and maintaining a cumulative 2.75 GPA or higher. The International Student Scholarship, if awarded, applies only to the out-of-state surcharge. Participants will be responsible for paying all other fees and expenses, including but not limited to tuition, living expenses, health insurance, fees associated with the acquisition of a visa and other expenses while in the U.S.]

1. Housing and travel. The Host Institution may coordinate the arrangement of lodging for visiting Participants and Faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) will be the responsibility of each individual Participant.
2. Participant conduct and academic policy. While at the Host Institution, Participants are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Participants must adhere to all course load requirements for student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from The University of Toledo. Both The University of Toledo and THEAFFILIATEABBREVIATION retain sole discretion to dismiss a Participant from the program at any time for failure to maintain appropriate standards of conduct according to the Hosting Institution’s policies and standards. Participant so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each party’s policy, and the Participant so dismissed will be expelled from student housing and escorted to a public transit center by a designated official. The Host Institution will not be responsible for any fees due to a dismissal or expulsion as such will be the responsibility of the relevant Participant or Faculty. Notice of such dismissal or expulsion must be sent to the Dean of Students, or equivalent office, at the Participant’s Home Institution.
3. The University of Toledo retains at all times the ultimate authority over all admission and subsequent academic decisions respective to its institution, and THEAFFILIATEABBREVIATION retains all rights respective to its institution. In addition to assuring that coursework credit will transfer, all Participants from THEAFFILIATEABBREVIATION must have attained University of Toledo’s required score on the Test of English as a Foreign Language (TOEFL) (or alternative International English Language Testing System (IELTS)) and other test scores required for their respective degree program. If it is determined that a Participant does not have a sufficient level of English proficiency, they will be required to undertake appropriate English as a Second Language (ESL) education prior to formal admission to the Program.
4. The University of Toledo will supply all administrative services applicable to the program for this Agreement for the academic year regarding Participants attending The University of Toledo and THEAFFILIATEABBREVIATION will coordinate efforts for Participants attending THEAFFILIATEABBREVIATION The University of Toledo does not assume any liability for hospital or medical fees for the THEAFFILIATEABBREVIATION’s Participants.

**Article 6: Term, and Termination.**

This Agreement will commence the Effective Date identified below and remain in effect for a period of xxx (x) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled at any time, for any reason by either party in writing with 90 days notice. In the event that the Agreement is not renewed or is otherwise terminated, Participants may be allowed to continue the applicable program as mutually agreed between the parties for the balance of the Home Institution’s academic year.

**Article 7: Miscellaneous.**

1. Indemnification. THEAFFILIATEABBREVIATION agrees to indemnify and to hold The Unviersity of Toledo harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to THEAFFILIATEABBREVIATION’s own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by THEAFFILIATEABBREVIATION, or joint venturers while acting under this Agreement. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, The University of Toledo agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.
2. Insurance.
   1. Home Institution shall ensure that its Participants and Faculty obtain and maintain comprehensive health insurance including medical evacuation and repatriation benefits when participating under this Agreement with minimum coverage as specified below in US dollars. Such insurance will provide worldwide coverage.
      1. Medical Expense (accident/sickness)—$100,000 per incident
      2. Accidental Death/Dismemberment—$10,000
      3. Emergency Medical Evacuation—$50,000
      4. Repatriation of Remains—$10,000
   2. Each party shall provide Participants and Faculty with professional liability insurance coverage for claims which may arise as a result of the actions undertaken or performed, or failed to be undertaken or performed, by the Participants and Faculty under this Agreement. Such professional liability insurance shall provide worldwide coverage for Participants and Faculty, provided that any claim and any legal proceeding is pursued within the United States of America.
   3. Each party shall provide to the other, upon request, certificates of insurance or other documents evidencing the required insurance coverage.
3. No agency. Nothing herein will be construed to create an agency relationship between the Home and Host Institution, or any employment relationships between the institutions for any Faculty or staff member provided under the exchange program. The parties are independent contractors and no legal relationship is created by this Agreement.
4. Compliance with laws. The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
5. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of The University of Toledo for the purpose of obtaining this or any other agreement or purchase order from The University of Toledo and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
6. Clery Act. The University of Toledo Police Department is required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”) to report specific crime information in certain circumstances. In the event that The University of Toledo is required to report crime statistics on or around the campus of THEAFFILIATEABBREVIATION, THEAFFILIATEABBREVIATION agrees to provide the required crime statistics upon request.
7. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and will be deemed given when mailed postage prepaid by postal service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University: The University of Toledo

College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: Dean

2801 W. Bancroft Street, MS#\_\_\_

Toledo, Ohio 43606

To THEAFFILIATEABBREVIATION:

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1. Use of logos, etc. Neither the Home Institution nor the Host Institution may use any identifying marks of the other without the express written permission of the other party.
2. Equal Opportunity. Both THEAFFILIATEABBREVIATION and The University of Toledo subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation and participation in protected activities.
3. Authoritative Version. The English version of this Agreement will be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version will control.
4. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement will be deemed severed from this Agreement and the validity of the remainder of this Agreement will not be affected thereby.
5. Whole Agreement and Amendments. This Agreement contains the entire agreement between the parties hereto and will not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
6. Choice of law. All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”).

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| **The University of Toledo**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sharon L. Gaber, Ph.D.  President  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Andrew Hsu, Ph.D.  Provost | **Theuniversityaffiliate**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Title]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Title] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  College of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dean  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |