**General Collaboration Agreement**

*Between*

**The Arizona Board of Regents for and on behalf of**

**Arizona State University (“ASU”)**

*and*

**Name of Partner Institution (“Name”)**

This General Collaboration Agreement (this “Agreement”) is made by and between the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), and [Name of Partner Institution] (“[Name]”). ASU and [Name] are hereinafter sometimes referred to each as a “Party” and together as the “Parties.”

**1. BACKGROUND AND PURPOSE**

ASU is governed by the Arizona Board of Regents, a body corporate established by the laws of the State of Arizona, United States of America. [Name] is a [public/private] university established by the laws of [Country]. Each Party is an institution of scientific research and undergraduate and graduate studies, legally constituted under the laws of its respective country.

This Agreement is made within a spirit of equality of capabilities, academic level, rights and responsibilities. ASU and [Name] agree on the importance and the usefulness of establishing cultural, scientific and didactic relationships, in order to assert and to consolidate the ties of friendship between the two institutions and between their countries. This Agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate the development of specific bilateral programs of collaboration.

**2. SCOPE AND LIMITATIONS**

This Agreement defines the beginning of cooperation between the Parties in all fields and disciplines of common interest. Each Party will give due consideration to any request to collaborate and cooperate in the following ways:

1. To identify opportunities for the exchange of faculty and research staff.
2. To exchange and educate academic personnel through sabbaticals, short stays, seminars, courses, workshops, etc.
3. To jointly develop research programs and projects.
4. To jointly develop undergraduate and graduate programs.
5. To exchange information in the fields of interest to both institutions.
6. To explore opportunities for student exchange, studies and research.
7. To explore opportunities to send or receive visiting students for a semester or year.
8. To jointly carry out professional and academic events.
9. To mutually lend advice, technical support and services.
10. To identify other areas of possible interest and collaboration.

This Agreement does not represent any commitment with regard to funding on the part of the Parties or an obligation to find any funds. Each cooperative activity undertaken by the Parties under this Agreement will be subject to the finances available at each Party for the type of activity undertaken and by such other financial assistance as may be obtained by each Party from external sources. The Parties agree to grant logistic support, whenever possible, to one another’s visitors.

**3. SPECIFIC COLLABORATION AGREEMENTS**

Each cooperative activity will be preceded by detailed discussions and a legally binding agreement that addresses information pertaining to such activity, including (as applicable) statement of work, duration, cost, intellectual property rights and other necessary terms for international cooperative activities. Each separate agreement will be in writing and signed by authorized representatives of the Parties.

**4. LIAISONS**

For the implementation and care of this Agreement, each Party appoints the following individuals to provide oversight for the collaboration, resolving issues as they arise. All notices and other communications hereunder will be given in writing to the individuals named below and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent by commercial overnight courier service. The respective addresses to be used for all such notices or communications are as follows:

If to [Name]: If to ASU:

[Name of Liaison] [Name of Liaison]

[Title] [Title]

[Name of Partner] Arizona State University

[Address of Partner] [Address]

[Address] [Address]

Country USA

Telephone: (###) ###-#### Telephone: : (###) ###-####

Email: [Insert] Email:

Either Party may change its address for notice by giving notice thereof in accordance with this Section.

**5. RELATIONSHIP OF THE PARTIES; RESPONSIBILITY**

Each Party is an independent contractor and is independent of the other Party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the Parties. This Agreement is not intended to and does not create any rights, benefits or legal obligations (substantive or procedural), enforceable at law or in equity, by either Party, its officers, employees or agents against the other Party, its officers, employees or agents. Each Party acknowledges that the relationship of the Parties under this Agreement is non-exclusive.

Each Party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such Party’s direction and supervision. Notwithstanding the terms of this Agreement or any other document or agreement: (i) other than for employees and agents acting under ASU’s direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless the person is an authorized signatory of ASU.

**6. INTELLECTUAL PROPERTY AND MARKS**

This Agreementdoes not constitute a grant by either Party to the other of any license or rights to the intellectual property of a Party that may exist at the effective date of this Agreement or during or following the term of this Agreement.

Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party (“Marks”), or the name of any representative or employee of the other Party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party’s Marks must comply with the owning Party’s requirements, including using the “®” indication of a registered trademark where applicable.

**7. TERM AND TERMINATION**

Either Party may terminate this Agreement, with or without cause, by giving 6 months advance written notice to the other Party.

Upon termination, the Parties will work together to effect an orderly transition and/or wind-down of any collaborative activities then in process.

**8. FORCE MAJEURE**

No liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the Party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a Party’s operations, or any other or similar cause beyond that Party’s reasonable control. The Party which is so prevented from performing shall give prompt notice to the other Parties of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by any Party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder ninety (90) days.

**9. FOREIGN CORRUPT PRACTICES ACT AND ANTI-CORRUPTION LAW**

The U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act prohibit corruption and bribery. Neither Party will offer or provide money or anything of value, either directly or indirectly, to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

**10. EXPORT CONTROLS**

Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes, and other commodities, as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the “Export Control Laws”). None of the collaborative activities undertaken pursuant to this Agreement will require either Party to take, or fail to take, any action that would cause a violation of any of the Export Control Laws.

**11. ENTIRE AGREEMENT; AMENDMENT**

This Agreement contains the entire agreement between the Parties. All recitals herein, and all exhibits attached hereto (if any) and referred to herein, are integral and material parts of this Agreement. This Agreement supersedes all previous understandings and agreements with respect to the subject matter hereof in their entirety. This Agreement may be amended or supplemented from time to time by the Parties’ execution of a written supplement or amendment.

**12. ASSIGNMENT**

Neither Party may assign or subcontract or otherwise transfer its rights and duties under this Agreement and subsequent agreements arising from this Agreement without the prior written consent of the other Party.

**13. STATE OF ARIZONA PROVISIONS**

1. **Non-Discrimination**. To the extent applicable, the Parties will comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.
2. **Non-Appropriation**. The Parties recognize that performance of this Agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the “Legislature”). If the Legislature fails to appropriate the necessary funds, then by written notice to [Name], ASU may cancel this Agreement without further duty or obligation. [Name] recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
3. **Provisions in Arizona Law**. Both Parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and [Name] is subject to provisions of the laws of [Country]. Notice is provided of Arizona Revised Statutes, sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

**14. TRANSLATION**

If [Name] chooses to translate this Agreement into another language, [Name] warrants that the translated version accurately represents the understanding of the Parties as described in the English language version.

**15. COUNTERPARTS**

This Agreement may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts will together constitute one original document.  All signatures need not be on the same counterpart.  The Parties may evidence execution of this Agreement by means of photocopy, facsimile or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

**The Arizona Board of Regents Name of Partner University**

*for and on behalf of*

**Arizona State University**

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**Nancy Gonzales Name**

*Executive Vice President and University Provost Title*

*Arizona State University Name of Partner Institution*

Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_