**General Collaboration Non-Binding Memorandum of Understanding - International**

*Between*

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

**Arizona State University (“ASU”)**

*and*

**Foreign Institution (“Name”)**

This General Collaboration Non-Binding Memorandum of Understanding – International (this “MOU”) 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/corporate entity] established by the laws of [Country]. Each Party is interested in academic and scientific exchange between their respective faculty and students.

This MOU will serve as a general framework for cooperation between the Parties and is intended to facilitate the development of specific bilateral programs of collaboration and discussions around common areas of interest.

**2. SCOPE AND LIMITATIONS**

Each Party will give due consideration to any request to collaborate and cooperate in the following ways:

1. To identify opportunities for faculty development and exchange;
2. To organize symposia, workshops, and conferences;
3. To identify opportunities for student development and exchange;
4. To share academic publications, teaching methods and course designs.

This MOU 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 MOU 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. Specific activities that the Parties desire to undertake require separate written agreements, per Section 3 below.

**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 MOU, 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 MOU does not create a partnership, joint venture or agency relationship of any kind between the Parties. This MOU 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 MOU 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 MOU 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 MOUdoes 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 MOU or during or following the term of this MOU.

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 MOU, 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 MOU 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 exceeding 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 MOU.

**10.** **MALIGN FOREIGN TALENT RECRUITMENT PROGRAM CERTIFICATION**

In accordance with Section 10632 of the CHIPS and Science Act of 2022 (42 U.S.C. § 19232), [Name] will be required to certify upon execution of any separate funded agreements issued pursuant to Section 3 of this MOU, and minimally annually to ASU while such separate agreements are in place, that all individuals identified as senior/key personnel performing activities under such separately funded MOUs have been made aware of and have complied with their responsibility under Section 10632, to include certifying to their employer they are **not** a party to a malign foreign talent recruitment program as defined in [42 USC § 19237(4)](https://www.law.cornell.edu/uscode/text/42/19237#4). [Name] will be required to immediately report to ASU any subsequent change in certification status of its employees if such change occurs prior to the minimum annual certification requirement. Violation of this Section 10 shall be cause for immediate termination of this MOU and any separate agreements issued hereunder, with or without notice.

**11.** **FEDERAL DISCLOSURE REQUIREMENTS**

[Name] acknowledges and agrees that: (1) U.S federal agencies that provide funding for research may require disclosure of contracts pursuant to federal laws including, without limitation, Section 223 of the National Defense Authorization Act (NDAA), Section 117 of the Higher Education Act of 1965, as amended (HEA), and National Security Presidential Memorandum 33 (NSPM-33) (collectively, “Federal Disclosure Requirements”); and (2) nothing in this MOU shall prevent ASU from disclosing this MOU to federal agencies pursuant to the Federal Disclosure Requirements.

**12.** **CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT.**

**a. Conflict of Interest**. In accordance with Arizona Revised Statutes (“A.R.S.”) § 38-511, ASU may cancel this MOU within three years after the execution of this MOU, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this MOU on behalf of ASU, at any time while this MOU or any extension thereof is in effect, becomes an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.

**b. Conflict of Commitment.** Conflicts of commitment can arise when personnel involved in the performance of activities under this MOU spend time away from their primary employment responsibilities to work on activities for another entity (separate from activities agreed upon under this MOU). The Parties to this MOU hereby agree to manage any potential or apparent conflicts of commitment to ensure obligations under this MOU are met. If management of potential or apparent conflicts of commitment are not possible, the conflicted Party agrees to notify the other Party, and work with the other (non-conflicted) Party to satisfactorily resolve the conflict.

**13. 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 MOU will require either Party to take, or fail to take, any action that would cause a violation of any of the Export Control Laws.

**14. ENTIRE MOU; AMENDMENT**

This MOU 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 MOU. This MOU supersedes all previous understandings and agreements with respect to the subject matter hereof in their entirety. This MOU may be amended or supplemented from time to time by the Parties’ execution of a written supplement or amendment.

**15. ASSIGNMENT**

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

**16. 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 MOU 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 MOU 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 A.R.S. §§ 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

**17. TRANSLATION**

If [Name] chooses to translate this MOU into another language, [Name] warrants that the translated version accurately represents the understanding of the Parties as described in the English language version, which English language version will govern and control the rights and obligations of the Parties.

**18. COUNTERPARTS**

This MOU 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 MOU 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**

**Nancy Gonzales Name**

*Executive Vice President and University Provost Title*

*Arizona State University Name of Partner Institution*

Date Signed: Date Signed: