

# **MEMORANDUM OF AGREEMENT**

**between**  
**THE OHIO STATE UNIVERSITY, COLUMBUS, OHIO, U.S.A.**  
**and**  
**INTERNATIONAL INSTITUTION, CITY, COUNTRY**

In accordance with a mutual desire to promote further cooperation in higher education between (International University, City, Country) and The Ohio State University, Columbus, Ohio (USA), the mentioned institutions have found it mutually beneficial to initiate a series of cooperative activities that may include:

- Exchange of theses, teaching materials, and other scientific and technological literature;
- Research collaboration;
- Exchange of faculty and scholars for lecturing, advanced studies, and research;
- Conduct of joint workshops, symposia, etc. on topics of mutual interest; and
- Exploration of potential student exchanges. (Student exchanges shall require separate written agreements between the parties.)

## **Financial Arrangements**

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

## **Intellectual Property Law**

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days from the date that the reviewing party received the manuscript if it contains a disclosure of an invention that was invented by one or more employees of the reviewing party and the reviewing party desires to file a United States or foreign patent application. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Ownership of inventions shall follow inventorship, which will be determined pursuant to applicable patent laws.

## **Dispute Resolution**

This Memorandum of Agreement established by The Ohio State University cannot be subject to Binding Arbitration. This MOA shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this MOA or the subject

matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

**Export Control Laws**

It is recognized and understood that this MOA is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

**Liaison Offices**

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

**For: (The Ohio State University)**

**For: (International University)**

**Period of Agreement**

This MOA shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional five years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving three months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOA will be allowed to continue to their conclusion.

**Signatures**

**For The Ohio State University**

**For**

\_\_\_\_\_  
Name Date  
Title  
The Ohio State University

\_\_\_\_\_  
Insert counterpart name Date  
Title

\_\_\_\_\_  
Michael Papadakis Date  
Senior Vice President of Business and  
Finance and Chief Financial Officer  
The Ohio State University

\_\_\_\_\_  
Insert counterpart name Date  
Title