

**INTERNATIONAL RESEARCH EXCHANGE AGREEMENT
BETWEEN
MICHIGAN TECHNOLOGICAL UNIVERSITY
AND**

PARTNER'S NAME _____

CITY _____ **COUNTRY** _____

PARTNER'S NAME _____

(If additional Partner)

CITY _____ **COUNTRY** _____

(If additional Partner)

This agreement is established to promote collaborative research exchanges between Michigan Technological University, ("Michigan Tech") and the partner _____,

("Partner(s)")

City _____ Country _____

City _____ Country _____

(If additional Partner) in accordance with the following articles:

Based on our common interests in carrying out and facilitating our collaborative research initiatives and training, the Parties agree:

Article 1: OBJECTIVE OF THE AGREEMENT:

The purpose of the agreement is to establish and facilitate mutual cooperation in educational programs and research activities and the exchange of technical and scientific information, expertise and personnel.

Article 2: OBJECTIVE AND COMMITMENT OF TECHNICAL COOPERATION AND RESEARCH EXCHANGE:

The objective of the mutual cooperation in the exchange of scientific research and expertise is to promote and enhance the institutions' educational and technical interests. Each collaborative initiative under this agreement will comply with all applicable laws including but not limited to the rules and regulations enforced by the U. S. Export Administration, U. S Customs and Immigration Administration and the U.S. Department of Homeland Security. This article is applicable to the following activities:

- a) Establishment of research centers and laboratories
- b) Exchange of scientific research materials, publications, information and advice
- c) Development of mutually agreed upon collaborative research projects.
- d) Joint proposals for international funding for research projects.
- e) The exchange of research personnel.

Article 3: JOINT RESEARCH PROJECTS:

The Parties will negotiate and document in writing the degree of any agreed upon financial support for any collaborative activities undertaken. Funds will be utilized only in compliance with any applicable guidelines of funding agencies and may cover items such as compensation for researchers and professional, administrative and technical personnel, support services, equipment, supplies and resources. Each Party will support research projects and initiatives within the limits of the terms of specific projects.

Article 4: TRAINING:

The research agreement may include research projects involving research scholars/trainees from Party institutions working at other institutions for a certain period of time. These researchers may be pre-doctoral or post-doctoral. Their funding and exchange must be determined prior to the start of the training program. Trainees earning academic credit will fall under the guidelines of a separate student exchange agreement.

Individuals nominated by one institution to receive special training in research, or to pursue specific areas of scholarships at the other shall, subject to the approvals required by the host institution, be invited to join the appropriate unit as a visiting research scholar/trainee.

Article 5: EXCHANGE AND SHARING OF TECHNICAL AND SCIENTIFIC INFORMATION, SCIENTIFIC SUPPLIES AND EQUIPMENT, RESEARCH MATERIAL:

The exchange and sharing of technical and scientific data and research material, and the purchase and shipment of the scientific supplies and equipment for the research projects will be determined as provided below for each individual project, and will comply with both parties' guidelines, and any applicable state, federal, and international regulations.

Article 6: PROJECT IMPLEMENTATION:

The responsibilities and liabilities of each Party will be specified in each independent project agreement, which shall be executed prior to the undertaking of any specific research project. Each specific project will be developed jointly by both institutions and will be subject to the internal approval process at each institution. Neither party shall have any obligation to proceed with any project until the project agreement is executed by all parties.

Article 7: FINANCIAL OBLIGATIONS:

The host institution accepting a visiting research scholar/trainee assumes no financial responsibilities including employment, compensation, travel, transportation, local subsistence, health insurance, lodging and other expenses incidental to the visit related to the research project unless specifically offered in the letter of invitation. In the absence of an offer letter covering these costs, they will be assumed by the home institution or the scholar/trainee.

All visiting personnel & their dependents must comply with mandatory medical insurance and any applicable rules or regulations as required by the policy of the host institution, including the execution of proprietary rights or confidentiality agreements.

Article 8: EXCHANGE OF PUBLICATIONS AND INFORMATION:

Any information or publication related to the technical cooperation under this agreement shall be prepared in joint consultation of all parties. Intellectual property rights and right to research results shall be agreed to by the parties and incorporated into the separate agreement for the specific research project prior to project commencement.

The Parties agree not to publish or otherwise disclose any Proprietary Information of another Party. The definition of proprietary information will be included in each project agreement and each party's respective participants will execute a proprietary rights or confidentiality agreement prior to project participation. The Parties shall have the right to publish results of the Project which are not proprietary provided that all Parties shall be furnished copies of any proposed publication or presentation at least thirty (30) days before submission of such proposed publication or presentation. During that time, the Parties shall have the right to review the material for Proprietary Information and to assess the patent ability of any invention described in the material. If any Party decides that a patent application should be filed, the publication or presentation shall be delayed an additional ninety (90) days or until a patent application is filed, whichever is sooner.

Article 9: EXTENSION, AMENDMENT OR TERMINATION OF THE AGREEMENT:

This agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years. Renewal may be negotiated during the final year of the agreement. In the event that the agreement is not renewed, any research or related activities in progress at the time of termination of this agreement will continue until the agreed scope of work has been completed.

Provided, however that this agreement may be terminated by any party at the end of any academic year upon ninety (90) day written notice to all other Parties to the agreement. This agreement may be amended or extended by mutual agreement of the Parties.

Article 10: INDEMINIFICATION:

Each Party remains liable for all risks of personal injury and property damage caused by the negligent acts or omissions of that Party but subject to and reserving all applicable immunities granted by law or constitution to any Party. Except as provided above, and to the extent permitted by law, each Party shall fully indemnify and hold harmless the other Parties against all claims arising out of using Parties' use, commercialization, or distribution of information, materials or products which result in whole or in part from the research performed pursuant to

this agreement. This clause is solely for the benefit of the parties to this agreement and is not intended to create any rights in any third party.

Each Party shall be deemed to be an independent contractor and shall not be liable for acts of the other, nor shall they be liable for the acts of any other participants in the exchange.

Article 11: JURISDICTION:

Unless otherwise agreed to in any specific project agreement jurisdiction for the resolution of any dispute, controversy or claim between the parties arising out of or in connection with this agreement shall be in the Circuit Court for the County of Houghton, Michigan and Michigan law shall be controlling.

Article 12: LIAISON CONTACT INFORMATION:

(insert contact information for all Parties)

Michigan Technological University

(name institution)

The Parties agree to consult periodically concerning the status of the agreement and other relevant matters.

Michigan Technological University

(name of institution)

Title: Provost

Title:

Title: President

Title:

Date

Date