



Designing International Collaboration Agreements A Guide for Academic Units

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International Collaboration Agreements

Background

The University of Cincinnati has implemented new policies and procedures designed to assist all Colleges and Departments to develop more efficiently productive international collaborations with overseas organizations. In the past, a lack of coordination has resulted in missed opportunities and unmet potential. These new policies and procedures are meant to simplify the task of initiating activities, garner greater institutional support and to increase their overall likelihood of success. Agreements will be reviewed annually and University Colleges and Departments will be held accountable for the activity commitments made.

The Office of the Vice Provost for UC International (Mitch Leventhal) and UC International Programs (Susan Bacon) are available to provide more specific help and advice as needed.

Under our new procedures, **all Institutional Collaboration Agreements must be approved by the Vice Provost for International**, and **all associated Activity Agreements must be approved by the Director of UC International Programs**. Both documents are also signed by counterparts at the collaborating institution, and can also be signed at the Presidential level, if the situation warrants.

Two Essential Components

Collaborations often are created as the result of personal contacts, at a variety of levels – presidential, provostal, decanal or professorial. UC is committed to building substantive, productive relationships, where, in ideal circumstances, more than one department, division or college has activities under one institutional collaboration umbrella. It is not in our interest to have collaboration agreements that are not accompanied by viable activities. Therefore, we require that **all Institutional Collaboration Agreements be accompanied by a specific Activity Agreement at the time of signing**.

With this in mind, we require two components:

- An Institutional Collaboration Agreement to provide blanket justification for cooperative activities; and
- At least one Activity Agreement for a project or program undertaken (other activities may be added at any later date.)

The Institutional Collaboration Agreement

The Institutional Collaboration Agreement is signed at the highest level of the University (Provost or President) and allows for the eventual participation of any number of interested parties. It is also signed by the Vice-Provost for UC International at UC and the appropriate counterpart at the international institution.

The Activity Agreement

The Activity Agreement is more complex than the Collaboration Agreement, and must be carefully drafted. It represents a binding commitment on the part of each institution, and often carries financial and legal obligations.

The Activity Agreement must be signed by those within the institution responsible for making good on those commitments, at whatever level. Ordinarily, signatories would be deans or department heads. **All Activity Agreements must also be counter-signed either by the Vice Provost for UC International or Director UC International Programs.**

Additional Activity Agreements may be associated with an Institutional Collaboration Agreement at a later date as opportunities develop.

UC International Programs will maintain a file of all current agreements, monitor the productivity of agreements, and maintain a database of agreements and activities which will be made available within the University.

N.B. University policy requires that all international agreements be approved and signed by the Office of the Vice Provost for UC International. This is necessary for the University to be able to track and herald the extent of its international activity. In the end, the information will reflect the success of you and your program in the international arena, which in turn will attract attention from potential student and faculty recruits and ranking agencies.

Essential Elements of the Agreements

Institutional Collaboration Agreement

A typical Institutional Collaboration Agreement (see attached template) should have six main parts:

- The **purpose** names the collaborating institutions and states their desire to collaborate.
- The **scope** sets out a range of broad types of activities which might form the basis for future collaboration. These are not in any way binding or determinant. Feel free to

add areas to these if appropriate, but remember that at this point, generality is all that is sought.

- The section on **activity agreements** sets out what needs to happen for things to move forward, and outlines the parts of an agreement. Note that this is a separate document, but at least one viable activity must be drawn up at the same time as the blanket collaboration agreement.
- The section on **duration** sets a time limit on the blanket agreement. This can be modified if necessary, but should not be open-ended.
- The section on **modification or termination** provides a simple way of either changing the agreement or canceling it. Note that either party may do this, unilaterally. Note, too, that activity agreements already signed should nonetheless remain in force for their prescribed durations, in order to protect ongoing activities.
- **Institutional representatives** (UC Vice Provost for UC International and, if appropriate, UC Provost or President) are those individuals who signed the agreement, and who will be the initial points of contact for further communications. These are not necessarily the same individuals who will sign activity agreements.

Activity Agreement

The activity agreement is intended to avoid misunderstandings, clarify expectations, and prevent problems often associated with international collaborations.

To avoid problems, those interested in an Activity agreement should have...

- an overall strategy for determining who to link with, and for what purposes;
- a common set of procedures for setting up and managing the collaboration;
- common understandings about exactly how the collaboration will work;
- long-term goals or outcomes; and
- collaborations that can be sustained and developed through time.

An Activity Agreement should explain, clearly and simply, what is going to be done, who will participate, why it is important, and what outcomes will occur. It should also go into detail about how all of this will happen. **It is important to list one or more concrete, attainable and measurable goals which both parties can agree to and achieve each year.** *These performance measures will be utilized by the provost's office during its annual review of Activity Agreements to assess the productivity of the relationship.*

There is no standard format for an Activity Agreement, since each set of activities will be different. But each Agreement should contain information about the following:

- **Goals and Objectives:** What is it that the two institutions are trying to do together?
- **Activities:** What specific things are to be done under this agreement? This could refer to "students studying" or "faculty researching", but should also refer to the things needed to make those things happen – e.g., issuing visas, finding places to live, getting air tickets, setting up an office, etc.

- **Resources:** What money, time, personnel, equipment, space, services, etc are needed to do these activities, and who will provide them?
- **Timetables:** What is the sequence in which things will be done? Are there deadlines? What are the beginning and end dates?
- **Responsibilities:** Who are the specific individuals who will be charged with carrying out the listed activities?
- **Outcomes & Performance Measures:** What are the results that are either required or hoped for, and how will we know if those results occur?
- **Assumptions:** What conditions or situations are essentially outside everyone's control, but will nonetheless have a major effect on the program? This includes things like illness, changes in the exchange rate, budget changes, etc. What will we do about these things if they happen?

It is very important that this agreement be clear and specific with respect to matters such as money, academic credit, and liability issues, if such there are. For student or faculty exchanges, for example, the agreement should contain details of:

1. **Financial Arrangements:** who's funding the exchange, when, how much, etc.
2. **Supervision and Reporting:** who are the contacts and responsible people?
3. **Privileges and Restrictions:** matters of status, access, etc.
4. **What's Free and What's Not Free:** costs and the basis for costs.
5. **Support Services Available:** what university services are offered?
6. **Credit Transfer:** if courses are taken, do they count? On what basis?

The Activity Agreement must list the responsible individuals at each institution: names, titles, mail, fax, phone and email connections for the responsible person at UC.

What Makes a Good Agreement

Whatever their specific content, good international agreements are characterized by:

- **Clear and Tangible Outcomes:** The results of the collaboration should be stated unambiguously.
- **Sustainability:** If the collaboration is to persist through time, the agreement must make explicit provision. If the collaboration is to be temporary, then this, too, should be clear.
- **Wide-ranging Effects:** The outcomes or benefits of the collaboration and the programs should be available not only to the immediate participants, but to the wider university community. Explicit provision for this should be made.
- **Clarity, Efficiency, and Simplicity:** The agreement should not be overly complex or detailed. Each activity agreement should deal with one specific area.
- **A Developmental Thrust:** Agreements should be constructed in such a way that they develop over time, as mutual institutional learning occurs.
- **A Concern for Community Interests:** Agreements should respect the interests of others in the university community, as well as serving the needs of the immediate participants.

Drafting Contracts

When major financial or legal obligations are incurred through an international collaboration, legally binding contracts must be drawn up to protect the interests of both parties. Such contracts need not be very complicated, but they do require checking with both the Office of General Counsel and with Risk Management. **UC International Programs must receive a copy of the contract for our files.**

Questions? Comments?

If you'd like more information, or if you have some suggestions for improving this document, please get in touch with us. We can help you design and draft a collaboration agreement, and negotiate it with your international partner. We look forward to hearing from you.

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Institutional Collaboration Agreement

Purpose

The University of Cincinnati and the _____ have a mutual interest in promoting training, research, education and publication through joint activities.

This agreement is designed to facilitate collaboration and cooperation between the two institutions in areas of mutual interest for the purpose of enhancing their contribution to higher education internationally. Each would like to learn from the other, in a spirit of friendship, equality and mutual interest.

Scope

The two institutions agree to hold discussions at regular intervals concerning joint activities which fall within the scope of their respective organizational missions.

Possible areas of joint activity may include (but are not necessarily limited to) the following:

- Joint research and training programs;
- Faculty and student exchange;
- The preparation of joint proposals for external funding;
- Joint programs of consulting and evaluation;
- Joint sponsorship of conferences;
- Joint publication;
- Exchange of materials, articles and other publications; and
- Other such activities as may be mutually agreed upon.

It is understood that outside financing may be needed to carry out some of these activities. In these cases, the two institutions will collaborate closely in the search for external funds.

Activity Agreements

The two institutions agree that any specific activity which they jointly undertake will be based on a jointly-authored work plan, called an "Activity Agreement".

Activity Agreements can be prepared by Colleges, Schools, Departments or other units within each overall institution, in collaboration with their counterpart in the other. All collaborative activities, whatever their form and substance, must conform to the administrative and educational requirements of each partner institution, and to the laws and regulations of each country.

The Activity Agreement should cover the following aspects of a collaborative undertaking:

Activities: The specific things to be done under the terms of the collaboration.

Resources: The financial, material and human resources needed to carry out the proposed activities.

Timetables: The schedule of implementation for the activities.

Roles and Responsibilities: The roles and responsibilities of the institutions involved, and of specific named individuals within each institution.

Outcomes: The results that we expect from our collaboration, and how we will measure success.

Assumptions: Any conditions or situations which lie substantially outside the control of the partners.

Activity Agreements must be reviewed and approved by the institutional representatives named below.

Duration

This agreement takes effect on the date it is signed, and is for a ____ year period. It will renew automatically for a further three-year period unless modified or canceled.

Modification or Termination

This agreement can be modified or extended at any time by mutual written consent. The agreement can be terminated at will by either party thirty (30) days after giving written notice by registered mail to the responsible representative(s) named below. Individual Activity Agreements which are already in existence will, however, continue until they expire, according to the terms of each Agreement.

Institutional Representatives
For the University of Cincinnati:

For the University of _____

Dr. Mitch Leventhal
Vice Provost for UC International

(Name) _____
(Title) _____

_____ Date

_____ Date

Institutional Signatories

Dr. Anthony J. Perzigian, Provost

(Name)

_____ Date

_____ Date



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SAMPLE
Activity Agreement for Student Exchange
University of Cincinnati
and

University of _____

This is an Activity Agreement between the University of Cincinnati, and _____ University. It sets out the framework for the exchange of students between our two institutions for a three-year period. This Activity Agreement is part of the broader Institutional Collaboration Agreement already signed between our two institutions.

General Provisions

- 1) The exchange program for students detailed in this Activity Agreement will begin on or about _____ and last for _____ years. It can be renewed or altered at any time by mutual agreement. The exchange program should be reviewed annually by both institutions. Any agreed changes to the program must be expressed in writing and signed by both parties.
- 2) Either partner can terminate the agreement with six months advance notice in writing. Students already in the program will be allowed to finish their study.
- 3) The exchange program is intended to be balanced and reciprocal over the life of the agreement. For quarter/semester exchanges, we will use a point system, where one semester at the host institution equals 3 points, and one quarter at the host institution equals 2 points. The period of exchange will normally not exceed two terms (quarters or semesters), and it is not for purposes of obtaining a degree at the host institution. Upon completion, students are expected to return to their home institution.
- 4) In the case of the International Summer Program at _____ University, the program will count as two points. Therefore, each _____ student studying at UC for three quarters will be the equivalent of three UC students in the summer session at _____ University.

Exchange Coordinators

- 1) Each institution will designate an office and an individual within that office (the "Coordinator") to oversee the exchange. Coordinators are expected to communicate regularly with each other.
- 2) Coordinators will be responsible for tracking student numbers, assuring balance in the programs, suggesting needed modifications, and handling problems. Coordinators will provide their counterparts with up-to-date information on their own institution and its programs, including any special requirements they may have for exchange students.
- 3) Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other individuals perform in a satisfactory way.

Managing the Exchange

Selection and Approval: Each institution will screen exchange student applicants in an appropriate manner, and recommend the most suitable to the partner institution, at least four months prior to their arrival on campus (but see "Housing" below). Recommendations must include the name of the intending exchange student, a proposed course of study, and a transcript. Both the students and the course of study need to be approved, in advance, by both institutions. Coordinators may ask for additional information at any time.

Tuition: Exchange students at partner institutions do not have to pay tuition to that institution. At UC, exchange students will not have to pay either the General Fee or the Technology fee.

Other Fees: Exchange students may, however, be required to pay certain other fees (e.g., lab fees). A list of these will be sent to the Coordinator on each campus before applications are approved.

Health Insurance: Exchange students coming to UC will be required to have UC health insurance. Outbound UC students will be required to have adequate insurance, as defined by the UC Coordinator in consultation with his/her counterpart at the host institution. In either case, exchange students will be responsible for the cost of required insurance.

Financial Aid: Exchange students under this agreement are not normally eligible for any financial aid from their host institutions. Any exceptions to this policy should be made clear to the respective Coordinators as early as possible.

Other Student Expenses: Exchange students under this agreement will be expected to pay the costs of visas, accommodations, travel, books, equipment, food, living expenses, and other incidental expenses at the host institution. Coordinators should exchange information about such costs at each institution before exchanges occur.

Housing: The host institution will provide reasonable assistance to exchange students to help them find suitable housing. However, housing cannot be guaranteed for students. Students coming to UC for the Fall Quarter should apply for housing no later than the preceding January. Those coming for other quarters (Winter, Spring, Summer) should apply no later than four months prior to arrival. Coordinators should exchange information about housing availability, procedures, and costs before exchanges begin.

Student Status: Exchange students will be accorded the normal privileges that other students at the host institution have, and will be subject to the same rules and regulations as all students. Coordinators are responsible for exchanging information in advance about student privileges and obligations.

Transcripts: Exchange students will be provided with a transcript from the partner university within

two months of completing their exchange program.

Course Loads: This exchange arrangement is intended for students planning to study for no more than two quarters (or semesters) at the host institution. It is not intended for students seeking a degree. While at the partner institution, students will normally be expected to take a full academic course load. Any exceptions to these rules must be in writing.

Advising: Exchange students will be provided with an advisor while at the partner institution. Coordinators should provide this information before an exchange begins.

Termination: Any student's exchange can be terminated by the partner institution, if in the opinion of the Coordinator, the student is not making acceptable progress, is not fulfilling the requirements of the exchange, or has contravened the institution's disciplinary code.

Contacts

The Coordinator for this Activity Agreement at the University of Cincinnati will be:

Name, Address, Telephone, Fax, Email

The Coordinator for this Activity Agreement at _____ University will be:

Name, Address, Telephone, Fax, Email

Signatories

For the University of Cincinnati

For _____ University

Dr. Susan M. Bacon
Director, UC International Programs

Name
Title

Date _____

Date _____

For the (Initiating College)

For the (Initiating College)

Name
Dean

Name
Title

Date _____

Date _____

For the (Initiating Department)

For the (Initiating Department)

Name
Dean

Name
Title

Date _____

Date _____