



## Designing International Agreements

### A Guide for Academic Units

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3134 One Edwards  
513 556-4278  
513 556-2990 (fax)

[Global@UC.edu](mailto:Global@UC.edu)

<http://www.uc.edu/international/programs>

# International Agreements

## Background

The University of Cincinnati has implemented policies and procedures designed to assist all Colleges and Departments to develop more efficiently productive international collaborations with overseas organizations. We believe that good coordination will result in greater opportunities for the University. These 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.

[Mitch Leventhal](#), Vice Provost for International Affairs and Kurt Olausen, [Director](#) of International Programs are available to provide more specific help and advice as needed.

## Two Essential Components

Institutional collaborations often are established 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 real, achievable activities. Therefore, we require that **all Institutional Collaboration Agreements be accompanied by at least one Activity Agreement at the time of signing. The activity can be relatively simple but, most important, it should be realistically achievable.**

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 (ICA)

The Institutional Collaboration Agreement is signed by the Vice-Provost for International Affairs or, alternatively, by the Provost or President, along with a designated University Contracting Officer (Office of General Counsel). The ICA allows for the eventual participation of any number of interested parties. It is also signed by the appropriate counterpart(s) at the international institution.

### The Activity Agreement (AA)

The Activity Agreement is more complex than the ICA, and must be carefully drafted. Because of this, AA's must be reviewed by the Office of General Counsel before they can be signed by either partner.

In addition to the required signature of a Contracting Officer, the AA must be signed by those within the institution responsible for making good on these commitments, at whatever level. Ordinarily, signatories would be deans, department heads, or both. **All Activity Agreements must also be counter-signed either the Director of International Programs or the Vice Provost for International Affairs.**

Additional AAs may be associated with the same ICA at a later date as opportunities develop.

UC International maintains a database of all current (and expired) agreements and monitors the productivity of agreements. To see active agreements, log onto the University of Cincinnati Online System for Managing International Collaboration ([UCosmic™](http://www.uc.edu/international/cosmic)) at [www.uc.edu/international/cosmic](http://www.uc.edu/international/cosmic). To determine whether inactive agreements exist for any institution, contact UC International. In some cases, expired agreements can provide a good starting point for renewing an institutional collaboration which has lapsed.

The execution of both Institutional Collaboration Agreements (ICAs) and Activity Agreements (AAs) are governed by University Rule 10-1-6 Board of trustees bylaws: Execution of instruments (<http://www.uc.edu/trustees/rules/RuleDetail.asp?ID=67>). All ICAs and AAs require the signature of a Contracting Officer of the university in order to be valid.

**In addition, UC International requires that all Institutional Collaboration Agreements be approved by the Vice Provost for International Affairs, and all associated Activity Agreements be approved by the Director of International Programs or the Vice Provost for International Affairs.** Both documents are also signed by counterparts at the collaborating institution, and can also be signed at the Presidential level, if the situation warrants.

## Essential Elements of the Agreements

### Institutional Collaboration Agreement

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

- The **statement of intent** states the desire of the two institutions to facilitate collaboration and cooperation in areas of mutual interest.
- 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** states that the institutions will only undertake activities that are outlined in a jointly-authored contract called the activity 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. Three years is generally used as the default duration for a new agreement.
- 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 have their own terms for modification and termination and should remain in force for their prescribed durations, in order to protect ongoing activities.

- **Signature and Notices** (UC Contracting Officer, UC Vice Provost for International Affairs and, if appropriate, UC Provost or President): the individuals who will sign 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 describe in detail the intentional activity, 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 with a methodology for measuring success; and
- an interest in collaborations that can be sustained and developed through time.

An AA 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 (UC International) during its annual review of Activity Agreements to assess the productivity of the relationship.*

There is no single format for an Activity Agreement (with the exception of one-to-one student exchanges and "2+2" articulation agreements), since each set of activities will be different. But each AA 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. For student or faculty exchanges, for example, the agreement should contain details of:

1. **Financial Arrangements:** who is 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?

**NB:** Issues related to exchange students and scholars can be very complex. Please consult with the [Director of UC International Services](#) for questions you may have regarding exchange parity, visas, etc.

The AA must list the responsible individuals at each institution: names, titles, mail, fax, phone and email connections for the responsible person at UC and at the partner institution. The agreement must also state that the English language version will be the official one, even if the agreement is translated into another language.

Both a sample general activity agreement, along with a sample student exchange agreement are included at the end of this document. For more information and sample documents on “2+2” Articulation Agreements, please refer to the document *Creating Articulation Agreements – Flow Chart with Samples* which can be downloaded at <http://www.uc.edu/global/faculty/faculty.html>.

### 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.

### Developing and Drafting Activity Agreements

Activity Agreements are not created overnight. Time is needed to negotiate details, obtain verbal approvals for the activity, and to establish procedures for administering the activity. The following steps represent the process for establishing a new activity and approving its accompanying agreement.

1. An activity is conceived by a unit of UC and an international partner. UC International is contacted and the drafting of an activity agreement (and Institutional Collaboration Agreement if needed) is undertaken.
2. The draft agreement is forwarded by UC International to the Office of General Counsel for review. This review ensures that the document contains all of the terms necessary for signing by the university's Contracting Officer. Upon approval of the document by General Counsel, as well as the partner institution, the agreement is ready for signing.
3. UC International submits the agreements to the Office of General Counsel (M.L. 0661, 238 Health Professions Building) with an accompanying Contract Approval Cover Sheet (Form A-910).
4. General Counsel will log the agreement and forward it to the appropriate Vice President for approval, along with obtaining final signatures.
5. Once all UC signatures have been obtained on both the agreements, and the A-910, General Counsel forwards both copies to the partner institution for signing. The partner institution is instructed to return one original to UC.
6. At the completion of the process, the fully-executed agreements are returned to UC International in electronic (pdf) format. The original, hard copy, of the agreement is kept on file in the Office of General Counsel.
7. Agreements are uploaded to UCosmic™, where activities can be tracked by UC International.

When entering into an international collaboration with a partner institution, 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.

Dr. Kurt Olausen, Director, UC International Programs  
One Edwards, Rm 3134  
Tel: (513) 556-2240  
Fax: (513) 556-2990

Dr. Mitch Leventhal, Vice Provost for International Affairs  
One Edwards, Rm 3130  
Tel: (513) 556-0131  
Fax: (513) 556-2990

### Institutional Collaboration Agreement

This institutional collaboration agreement (“Agreement”) is made by and between the University of Cincinnati, and \_\_\_\_\_ each a “Party” and collectively the “Parties.”

Whereas the Parties have mutual interests in promoting training, research, education and publication through joint activities.

Now, therefore, the Parties agree as follows:

#### Statement of Intent

Through this Agreement, each Party intends to facilitate collaboration and cooperation between the Parties in areas of mutual interest for the purpose of enhancing the Parties’ contribution to higher education internationally. Each Party further intends to learn from the other Party, in a spirit of friendship, equality, and mutual interest.

#### Scope

Each Party agrees to give due consideration to any request to collaborate and cooperate on any of the following areas:

- 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.

#### Activity Agreements

The Parties shall only undertake joint activities pursuant to a jointly-authored contract, properly signed by all Parties.

#### Duration

This Agreement takes effect on the date both Parties have signed, and terminates three years thereafter.

#### Modification or Termination

The written provisions contained in this Agreement constitute the sole and entire agreement made between the Parties relating to collaboration and any amendments to this Agreement shall not be valid unless made in writing and signed by both Parties. This Agreement can be terminated at will by either Party immediately upon written notice to

the other Party. Notice is effective when deposited in care of each Party's responsible representative, named below, or when otherwise reasonably effectuated.

**Signature and Notices: University of Cincinnati**

Accepted and Agreed  
University of Cincinnati

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: Contracting Officer  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

For notices to the University of Cincinnati, contact:  
Dr. Mitch Leventhal  
Vice Provost International Affairs

**Signature and Notices: \_\_\_\_\_**

Accepted and Agreed  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For notices to \_\_\_\_\_, contact:

[NAME]  
[TITLE]



## TEMPLATE Activity Agreement

University of Cincinnati  
and

[Redacted]

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

**Activities:** [Indicate 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.]

**Timetable:** [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.]

### Duration

This agreement takes effect on the date it is signed, and is for a [Redacted] year period, at the end of which time it will be reviewed for renewal or modification for an additional [Redacted]-year period. It will not renew automatically.

### 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.

### Agreement Coordinators

- 1) Each institution will designate an office and an individual within that office (the "Coordinator") to oversee the exchange. Coordinators should communicate regularly with each other.
- 2) Coordinators are 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.

**Contact Information for Coordinators**

**University of Cincinnati**

**Name**

**Address**

**Telephone**

**Fax**

**Email**

**Name**

**Address**

**Telephone**

**Fax**

**Email**

**Signatories**

For the University of Cincinnati

For \_\_\_\_\_

\_\_\_\_\_  
**Name**

Contracting Officer

\_\_\_\_\_  
**Name**

Title

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**Name**

Director, International Programs

\_\_\_\_\_  
**Name**

Title

Date \_\_\_\_\_

Date \_\_\_\_\_

**For the [Initiating College]**

**For the [Initiating College]**

\_\_\_\_\_

\_\_\_\_\_

**Name**

**Dean of the Initiating College**

**Name**

**Title**

Date \_\_\_\_\_

Date \_\_\_\_\_

**For the [Initiating Department]**

**For the [Initiating Department]**

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Name  
Dean

Date \_\_\_\_\_

---

Name  
Title

Date \_\_\_\_\_



**Activity Agreement**

\_\_\_\_\_, **University of Cincinnati**  
And

\_\_\_\_\_, \_\_\_\_\_  
**Student Exchanges**

This activity agreement (hereafter referred to as this “Agreement”) is made by and between the University of Cincinnati, a public university of the state of Ohio, United States, on behalf of its College of \_\_\_\_\_ (“UC”) and \_\_\_\_\_ each an “Institution” and collectively the “Institutions.”

Whereas, the Institutions have expressed mutual intent to facilitate collaboration and cooperation in areas of mutual interest by executing an institutional collaboration agreement in 20\_\_\_\_;

Whereas, the Institutions have a mutual interest in exchanging students;

Now, therefore, the Institutions agree as follows:

MANAGING THE EXCHANGE

- 1. 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.
- 2. 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.

3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Transcripts.** Exchange students will be provided with a transcript from the partner university within two months of completing their exchange program.
10. **Course Loads.** This exchange arrangement is intended for students planning to study for no more than two semesters or three quarters 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.
11. **Advising.** Exchange students will be provided with an advisor while at the partner

institution. Coordinators should provide this information before an exchange begins.

12. **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.

#### GENERAL PROVISIONS

13. **Reciprocity.** 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 institutions equals 2 points. The period of exchange will not exceed two semesters or three quarters, 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.
14. **Term.** This Agreement commences on the date both Institutions have signed and expires three years thereafter. The Institutions agree to review this Agreement and the programs annually and the Agreement can be renewed or altered at any time by the procedures set forth under "Amendment" below.
15. **Termination.** Either party can terminate the agreement with six months advance notice in writing. Students already in the program will be allowed to finish their period of study.
16. **Amendment.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Institutions and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. Any amendments or renewals to this Agreement shall not be valid unless made in writing and signed by both Institutions.
17. **Force Majeure.** An Institution shall not be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other cause beyond the reasonable control of such Institution.
18. **Agency.** The Institutions agree that, during the term of this Agreement, the Institutions are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Institution shall have the right to bind or obligate the other Institution in any manner without the other Institution's prior written consent.

**19. Language.** If this agreement is translated into a language other than the English language, the document in the English language shall be the official, binding version.

**20. Program Coordinators.**

Each institution will designate an office and individual within that office (Program Coordinator) to oversee the student recruiting and admissions process.

The UC Coordinator will be responsible for advising UC students interested in participating in the exchange and assisting them with the application process. The UC Coordinator will also be responsible for admitting \_\_\_\_\_ students to UC (including expediting the visa application process in the University of Cincinnati), and advising \_\_\_\_\_ students during their period of study at UC.

The \_\_\_\_\_ Coordinator will be responsible for advising \_\_\_\_\_ students interested in participating in the exchange and assisting them with the application process. The \_\_\_\_\_ Coordinator will also be responsible for admitting UC students to \_\_\_\_\_ (including expediting the visa application process in \_\_\_\_\_), and advising UC students during their period of study at \_\_\_\_\_.

Coordinators may assign or delegate aspects of their program responsibilities to other people, such as faculty or staff. Coordinators are responsible for ensuring that these individuals successfully perform their jobs.

The Coordinator at the University of Cincinnati will be:

**Ryan Meyer**, 3134 Edwards One, PO Box 210640, University of Cincinnati, Cincinnati, OH 45221-0640; Tel: +1 (513) 556-0395; Fax: +1 (513) 556-2990; [ryan.meyer@uc.edu](mailto:ryan.meyer@uc.edu).

The Coordinator for \_\_\_\_\_ will be:

\_\_\_\_\_

In witness whereof, authorized officials of each Institution have signed below.

**University of Cincinnati**

\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Contracting Officer

Title: \_\_\_\_\_

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

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

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Dean, College of \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Printed Name: Kurt Olausen, Ed.D.

Printed Name: \_\_\_\_\_

Title: Director, International Programs

Title: \_\_\_\_\_

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

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