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# Activity Agreement

between

# University of Cincinnati

and

**\_\_\_\_\_\_\_\_\_\_\_(partner institution)\_\_\_\_\_\_\_\_\_\_\_\_**

This is an Activity Agreement between the University of Cincinnati, and \_(partner institution)\_\_. It sets out the framework for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between our two institutions for a \_\_\_\_-year period. This Activity Agreement is part of the broader Institutional Collaboration Agreement signed between our two institutions.

# Specific Provisions

**Activities**: [Indicate the specific things to be done under the terms of the collaboration.]

**Resources**: [Identify specifically the

* financial,
* material and
* human resources needed to carry out the proposed activities.]

**Entrance requirements (if activity involves 2+1; 3+1; etc.):** [Identify the entrance requirements, if applicable, for students. Best to couch it in terms of “must meet the stated GPA and IELTS/TOEFL requirements of the program as found on the \_\_\_\_\_\_\_\_\_ website” than to state specifics in a multi-year agreement when things may change within that timeframe.)

**Tuition, insurance, housing (if applicable):** [Address issues of tuition, housing, and required health insurance if applicable. Again, best to refer to the website that has the specifics re: tuition than state specifics in the multi-year agreement.]

* required health insurance for visiting students, visiting scholars, etc.;
* where and how tuition will be paid;

You may also need to address some or all of the following issues

* certification of completion of a given program; etc.
* length of activity
* accommodations
* meals
* transportation

**Timetable**: [State the schedule of implementation for the activities.]

**Roles and Responsibilities:** [State the

* roles and responsibilities of the institutions involved,
* the specific people who will be involved and
* the roles of each of those people

**Outcomes**: [State

* the expected results from our collaboration
* how we will measure success.]

**Assumptions**: [State any conditions or situations which lie substantially outside the control of the partners.]

# General Provisions

1. **Term.** This Agreement commences on the date both Institutions have signed and expires \_\_\_ (3-5) 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. It may be extended for an additional term by mutual agreement in writing.
2. **Termination.** Either party may terminate this agreement with six (6) months advance notice in writing. Notice is effective when deposited in care of each Party’s responsible representative, named below, or when otherwise reasonably effectuated.
3. **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.
4. **Export Control Laws and Regulations.** The parties agree to comply with all applicable U.S. and \_\_\_\_\_\_\_ (fill in the blank language as appropriate to country – ex: French, Italian, German) export and import control laws and regulations in the conduct of the activities described in this Agreement. Each party also agrees to obtain export licenses (or other export authorization) as may be required prior to exporting any item or technology that is “controlled” such as: trademarked, licensed, proprietary or patented. For agreements that solely involve academic exchange of students, faculty, and researchers, these laws also apply to “controlled” items which may be hand-carried, shipped, stored, and or sent via electronic or physical means, including unpublished technical data.
5. **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.
6. **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.
7. **Language.** If (Name of partner institution) chooses to translate this agreement into another language, (Name of partner institution) warrants that the translated version accurately represents the understanding of the parties as described in the English language version.
8. **Agreement Coordinators.** Each institution will designate an office and an individual within that office (the “Coordinator”) to oversee the activity. Coordinators should communicate regularly with each other.

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

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| **University of Cincinnati** | **(Partner Institution)** |
| **Name**Street # & NameCity, State, Zip CodeCountryTelephoneFaxEmail | **Name**Street # & NameCity, State, Zip CodeCountryTelephoneFaxEmail |

## Signatories

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| For the **University of Cincinnati**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Contracting OfficerDate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For **\_\_\_(partner institution)\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*Name: Raj MehtaTitle: Vice Provost for International AffairsDate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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