

MEMORANDUM OF AGREEMENT

between

Cornell University [, for and on behalf of [Specific College/Unit]

Ithaca, New York, USA

and

[Name of Collaborative Institution], [for and on behalf of Specific College/Unit]

City, Country

GENERAL

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities, Cornell University[, for and on behalf of [Specific College/Unit]] (hereinafter “Cornell”) and [Collaborative Institution][, for and on behalf of Specific College/Unit] (hereinafter “Collaborator”) agree to establish this binding Memorandum of Agreement (including any appendices hereto, this “MOA”), dated as of the final date of signature by the parties hereto, as a framework for cooperative programs in accordance with the following general provisions. The terms of cooperation for each specific activity implemented under this MOA, including but not limited to financial aspects, shall be mutually discussed and agreed upon in a written agreement signed by both parties prior to the initiation of that activity (each such agreement, a “Project Agreement”). Each Project Agreement shall be subject to the terms of this MOA and shall be deemed to be attached hereto as an Appendix.

SECTION 1: ACADEMIC FREEDOM

Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOA.

SECTION 2: NON-DISCRIMINATION

Cornell and Collaborator agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. However, participants will be cognizant of and abide by the laws of the host country. Cornell and Collaborator shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOA and any related Project Agreement.

SECTION 3: INTELLECTUAL PROPERTY

Unless otherwise agreed in any Project Agreement, (a) Each party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOA, and (b) IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned by both parties.

SECTION 4: EXPORT-COMPLIANCE

The parties hereto agree to comply with all applicable United States export laws and regulations. Unless authorized by applicable government license or regulation, neither party will directly or indirectly export or re-export, at any time any technical information or software, furnished or developed under this MOA to any prohibited country (including release of such technical information or software to nationals, wherever

they may be located, of any prohibited country) as specified in applicable United States export, embargo, and sanctions regulations.

SECTION 5: ANTI-CORRUPTION; ANTI-BRIBERY; ANTI-BOYCOTT COMPLIANCE

Each party represents that it is, to the best of its knowledge, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, as amended, any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Bribery Act 2010 of the United Kingdom, and any other applicable anti-bribery, anti-corruption, and/or money laundering statutes or laws in all relevant jurisdictions. In addition, the parties agree that no provision of this MOA (or any Project Agreement) shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States.

SECTION 10: CONDUCT

Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

Neither party hereto shall disclose or use any confidential information relating to the other party to which it, its employees, or agents may be or have become privy as a result of any program or activity engaged in pursuant to this MOA, except to those individuals and who are directly participating in such program or activity and who need to know in order to carry out its terms or the terms of this MOA.

SECTION 11: USE OF NAME

Any use of the name Cornell University or Collaborator, including any of each's constituent colleges, units, programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOA shall be subject to prior written approval by the other party.