**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

 **UNIVERSITY OF MARYLAND, BALTIMORE**

**BALTIMORE, MARYLAND**

**UNITED STATES OF AMERICA**

**AND**

**[FOREIGN INSTITUTION]**

**[COUNTRY]**

To promote cooperation between their faculties in areas of mutual interest, the University of Maryland, Baltimore (UMB), located in Baltimore, Maryland, USA and [Foreign Institution] located in [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], enter into this Memorandum of Understanding (MoU):

**Article 1.** This MoU sets out the common intention of UMB and [Foreign Institution] that their faculty members explore opportunities for cooperative activities in fields of common interest and develop joint projects in those fields.

**Article 2**. The parties agree to endeavor to promote mutually beneficial academic and scientific activities between the faculties, staff, and students of the two institutions, including but not limited to:

* Discussions of potential collaborative research;
* Opportunities for faculty and staff development and exchange;
* Opportunities for student development and exchange;
* Exchange of academic publications and reports;
* Sharing of experiences in innovative teaching methods and course design; and
* Organization of joint symposia, workshops, and conferences.

**Article 3.** This MoU is a statement of intent and does not create any legally binding obligations between the parties, nor does it place any financial obligations or supplementary funding commitments on either party. Specific joint projects may be established by subsequent agreements of the parties. Agreed projects may be undertaken to enhance the exchange of academic and scientific knowledge of the parties’ schools and faculties.

**Article 4.** A separate agreement and budget for each joint project or activity will be developed that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity. The separate agreements may involve only the parties to this MoU or may involve additional parties.

**Article 5.** As a general matter and subject to any express agreement between the parties, the policies and procedures of each party will continue to apply to its personnel and to all activities under this MoU.

**Article 6.** This MoU shall be effective for five (5) years, commencing [\_\_\_\_\_\_\_\_\_\_\_\_\_], with the understanding that it may be modified only by the written mutual consent of both parties**.** Either party may terminate this MoU by advance written notice to the other party of at least 30 days.

**Article 7.** In case of a dispute resulting from or related to this MoU, the parties shall attempt to resolve the dispute through conference and discussion. It is not intended that this MoU be enforceable in any judicial setting.

**Article 8.**

1. The parties acknowledge that the evaluation, selection and funding of projects under this MoU must take into account and may be affected by restrictions imposed by the export control laws and regulations of the United States.
2. In connection with this MoU and the activities contemplated hereunder, neither party will discriminate in admissions, educational programs, clinical care, or employment against any individual on account of that individual’s gender, gender preference or identification, race, color, religion, age, disability, marital status or other status that is a basis of unlawful discrimination in the United States or [Country], as relevant to the activity and in accordance with the law of the country or state where the activity is to be performed.
3. This MoU is not a treaty.

**IN WITNESS WHEREOF**, the parties, by their authorized representatives, execute this MoU effective as of the date set forth above.

FOR FOR
University of Maryland, Baltimore [FOREIGN INSTITUTION]

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Bruce E. Jarrell, MD, FACS

President