Guidelines for Drafting International Agreements and MOU's

Global Engagement Center
SAM HOUSTON STATE UNIVERSITY

Guidelines for Drafting International Agreements and MOU's

SHSU Global Engagement Center

I. The samples that are included in this document are meant to serve as a starting point for writing MOU's and Agreements. The guidelines can be used to help you decide which key areas you might want to include in your MOU or Agreement. Each MOU and Agreement is different and yours may have some additional sections, or you may want to delete certain sections. A red asterisk* indicates which sections/information that should always be included.

II. **International MOU/Agreement Advisory Committee**
   a. Academic Planning and Assessment
   b. Admissions
   c. Registrar
   d. Financial Aid
   e. Global Engagement Center

III. **Steps to initiating MOU's and Agreements with Foreign Universities**
   a. Approval given by designated department head (Dean, Chair, or Director)
   b. Draft initial MOU or if parties agree, start drafting Agreement.
   c. Contact the **Global Engagement Center (GEC)** to review the general terms of MOU/Agreement. If needed, GEC will disseminate to individuals on the International MOU/Agreement Advisory Committee to answer general questions about admissions, registration, articulation, scholarship, housing, SACSCOC compliance, and other topics that relate to the proposed MOU/Agreement.
   d. Submit to the GEC and/or **International MOU/Agreement Advisory Committee** for review. Especially important if the Agreement involves degrees conferred by Sam Houston State University (SHSU) as the Agreement will have to be submitted to Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) for approval at least six (6) months in advance.
   e. Both universities review wording and contents of the MOU/Agreement and make edits as needed.
   f. Submit to Texas State University System (TSUS) Office of General Counsel for approval, if needed.
   g. If a SHSU degree is going to be conferred, apply to SACSCOC for approval.
   h. Officials from both institutions sign and date the MOU/Agreement.

IV. **Definitions:**

Memorandum of Understanding (MOU) - Generally, a MOU is written before a comprehensive agreement is drafted. It is a written statement of understanding between SHSU and a foreign

university expressing a mutual intention to engage in a cooperative academic or research effort which does not involve a commitment of SHSU's resources. This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the Parties. SHSU will only enter into agreements where each institution will be responsible for managing its own costs.

An International Exchange Agreement (IEA) - An IEA shall be used in any situation involving a commitment of SHSU's resources or in any situation that will involve an agreement with a foreign university, whether a commitment of university resources is involved. It should clearly state the expectations and responsibilities of each party; general purpose, objectives, scope, activities, degrees, or certifications (if any), funding arrangements, admissions requirements and more. It is often written after the MOU to provide the specific details and requirements expressed in the MOU.

V. Guidelines for writing an MOU (see template below)

VI. Guidelines for writing a General Agreement (see template/guide below)

VII. Guidelines for writing an Exchange Agreement (see template/guide below)

*MEMORANDUM OF UNDERSTANDING
BETWEEN

*Sam Houston State University
Name of College and Department
Huntsville, Texas, U.S.A.

AND

*Name of partner international institution
Name of College and Department
City and Country

Sam Houston State University**,** an agency and institution of higher education authorized under the laws of the State of Texas and member institution of the Texas State University System (hereafter referred to as SHSU) and [Partner Institution] (hereafter referred to as [acronym]) (collectively, the Parties), are linked by common academic interests and seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to the Parties.

1. Purpose*

This MOU serves as a written understanding of agreed upon principles between Sam Houston State University [Department/Division] and [Partner Institution, Partner Department/Division] concerning a set of general academic objectives.

This MOU is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the Parties. Each institution will be responsible for managing its own costs.

No monetary consideration shall be exchanged between the Parties, nor shall any indemnities, reimbursement for expenses or sharing of fees arise from this MOU. To the extent that the implementation of any described activities require a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved in writing by the Parties before work on any such project(s) can commence.

2. Objectives, Scope, and Major Activities*

Both institutions agree to encourage the development of the following types of activities:
[template allows selections from list below]

- Visits and informal exchanges of faculty, scholars, and administrators in specific areas of education, research and outreach.
- Explore ways to cooperate in postgraduate education and training.
- Organize joint conferences, symposia, or other scientific meetings on subjects of mutual interest.
- Exchange of academic information and materials.
- Pursue avenues for graduate and professional student exchange during the academic year or summer terms.
- Pursue avenues for undergraduate student exchange during the academic year or summer terms.
- Explore the possibilities for developing joint research programs and collaborations.
- Other exchange and cooperation programs to which the Parties intend to establish.

3. Responsibilities of the Parties*

The Parties recognize the implementation of any described activity depends upon the interests and expertise of the individuals involved and the availability of financial resources, space, and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the Parties. It is further expected that the Parties will be compliant with all applicable Texas and federal laws and regulations, SHSU policies, and the Rules and Regulations of the Texas State University System.

4. Duration and Option to Amend, Extend or Terminate*

This MOU is effective as of the date of full and final execution by the Parties. The agreement will remain in effect for five (5) years from the date of last signature below, unless amended or terminated pursuant to the terms set out herein. Mutual written agreement of the Parties is required for any amendment to or modification of this MOU. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal, or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination ninety (90) days in advance to the other Party; provided however, either Party's currently participating student(s) shall be permitted to complete their educational experience.

5. General Terms*

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees, or agents.

Nothing in this MOU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the Parties.

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express prior written approval of the other Party to this MOU.

6. Signatures

*

This MOU shall be effective on the date of full and final execution by the qualified representatives of the Parties below.

_____	_____
President [PARTNER]	Michael T. Stephenson Provost and Senior Academic Vice President for Academic Affairs
University [PARTNER]	Sam Houston State University
_____	_____
Date	Date

***GENERAL INTERNATIONAL AGREEMENT**
BETWEEN

***Sam Houston State University**
Name of College and Department
Huntsville, Texas, U.S.A.

AND

***Name of partner international institution**
Name of College and Department
City and Country

1. **Title information***

Various titles are acceptable including "general international agreement". In addition to the names of the institutions, the address should be provided in the heading of the document. (See above)

2. **Preamble**

A general and short statement providing contextual information regarding the history and other background for the agreement is appropriate.

3. **General purposes***

A more formal and comprehensive Agreement is usually written after the MOU. The Agreement identifies, in more detail, the activities that the two institutions wish to pursue. Before these activities can be implemented, however, both parties should discuss the problems involved to the satisfaction of each party and enter into specific agreements based on an agreed implementation plan.
This section should outline the various purposes of the agreement. Such purposes might include:

- Degree- Program Description- dual degree/Joint Agreement, other
- Exchange of faculty members and/or research scholars
- Exchange of students (student exchanges require additional documentation)
- Joint research and meetings for education and research
- Exchange of materials, documents and information
- Technical assistance

4. **Objectives, Scope, and Major Activities as well as and Implementation Plans. ***

List what we need from partner institution to meet SACSCOC Compliance- check instructor credentials, course equivalencies/content, etc.

Specific activities may be mentioned as well as implementation plans and assignment of roles to and responsibilities of the concerned parties. Number of students involved. Students are subject to host institution and country rules and procedures. **(See Addendum).**

If an exchange of students is to take place, a separate Student Exchange Agreement and supporting **documents must be completed. Official approval is required.**

5. Academic and Degree Requirements*(as needed)

Comprehensive description of academic and degree responsibilities such as:

- Completion of advanced hours
- Core curriculum expectations
- Minimum hours to be completed at SHSU
- Degree specific requirements

6. University Departments that might be involved/named in the agreement*

The agreement should name each department that will be involved. It also could mention, if desired, that expansion to other departments might be sought in the future and identify directions that future development might take. It could involve centers, institutes, departments, colleges and/or the university as a whole.

7. Parameters of the agreement*

The agreement should include a statement along the following lines: "this document constitutes the entire agreement between the parties, and that all prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this document."

It also should include a statement which indicates that "the agreement is not considered to be a contract creating legal and financial relationships between the parties. The agreement is designed, rather, to facilitate and develop a genuine and mutually beneficial exchange process/research relationship, and so forth."

8. Funding arrangements, if any*

If funds are available to support agreement activities, they should be identified in the agreement. The text should identify the source and amount of the funds and the time during which the funds will be available.

9. Duration of the agreement*

All agreements should have a specified lifespan. Typically, agreements are signed for five-year periods with the possibility of renewal upon receipt of the written agreement of both parties. The following

verbiage should be included: **"this Agreement shall become effective as of the last date of signature of both parties."**

10. Termination*

This section should specify the ways in which the agreement may be terminated by either party. Typically, it should note thusly: **"the agreement may be terminated by written notice by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed."**

11. Review and evaluation of the agreement*

All agreements should have a proviso that specifies that review and evaluation of outcomes will occur at the end of the stated lifespan. Individuals (please list their respective positions) responsible for the evaluation should be identified.

12. Nondiscrimination*

The agreement should contain a statement that indicates that **"both parties, their employees, and others acting by and through a party shall comply with U.S. and Texas laws and policies prohibiting harassment, sexual misconduct and discrimination on the basis of race, creed, color, ancestry, sexual orientation, gender identity, age, marital or familial status, citizenship, ethnicity, religion, national origin, veteran's status, or disability. Any breach of this covenant may result in termination of this agreement. "**

13. Communication between the parties*

This section should name the contact persons, including their addresses, telephone numbers, facsimile numbers, and e-mail addresses, for each participating institution. This section also should specify the language of communication and the process by which communication will take place (e.g. post mail, facsimile or electronic mail).

14. Campus, Legal, and International Institution Review*

After drafting the Agreement by the SHSU department, it should be forwarded to the International MOU/Agreement Advisory Committee for review. The committee members will check the Agreement to make sure it is in compliance with Admissions, Registration, Exchange, and/or SACSCOC rules. It is then sent to the international partner for review and approval. Once both parties agree on the wording and contents of the Agreement, the document should then be forwarded to the SHSU Legal Department for review and approval.

15. Signatories*

One or more signatures from each institution is required to make the agreement effective. It is desirable to have the heads of all participating departments (Deans or their equivalents) sign and date the agreement. Our Provost and Senior Vice President for Academic Affairs usually signs international agreements. Generally, signatures are paired with the equivalent official of each institution signing the agreement.

16. Provide the Global Engagement Center with your completed Agreement. *

We will keep all copies of Agreements and MOUs on file in our office.

Addenda: You may want to include the section below, or parts of it, within the body of the Agreement. This section can be long so you may want to include it as an Addendum at the end of the agreement.

Requirements for Selection, Admission, and Enrollment* (as needed)

- Home institution admission requirements
- Host institution admission requirements
- SACSCOC compliance if applicable- (receiving degree from SHSU). Agreement must be sent to SACSCOC for approval a minimum of six months before expected beginning date of partnership.
- Insurance requirements
- Completion of online ApplyTexas.org International application
- Application fee paid or Waived (determined by SHSU Enrollment Management and Academic Affairs)
- Deadlines required specifically for this program (if any)
- TOEFL or equivalent scores needed for acceptance (at least 79) and method of delivery and authenticity
- University testing including TSI, ACT, SAT- when should this occur?
- ELI requirements (if necessary, at both home and host institutions)
- Transcripts required and method of delivery and authenticity level required (must be approved by SHSU Academic Affairs and SHSU Enrollment Management)
- Transfer GPA, course hours and grade translations and requirements (course to course equivalency for all courses on transcripts; transferrable and non-transferrable)
- Third party equivalencies and method of origination (must be approved by SHSU Academic Affairs and SHSU Enrollment Management)
- Enrollment limitations and conditions (including TSI test requirements upon arrival)
- GPA required for program
- Success program completion requirements

*AGREEMENT FOR RECIPROCAL STUDENT EXCHANGE BETWEEN

*Sam Houston State University
Name of College and Department
Huntsville, Texas, U.S.A.

AND

**PARTNER INSTITUTION*
Name of College and Department
City and Country

Sam Houston State University**,** an agency and institution of higher education authorized under the laws of the State of Texas and member institution of the Texas State University System (SHSU), through its *(department name)*, and *(Partner Institution) (acronym)* through its *(department name)*, agree to implement a Reciprocal Student Exchange Agreement in accordance with the principles and guidelines set forth below. The purpose of this Agreement is to enhance the educational experiences and the cultural understanding of students and faculty from both institutions by facilitating the conduct of equitable and balanced instances of student exchange.

Student Exchange Criteria*

It is agreed that:

1. Within the framework of this Agreement, "home institution" will refer to the institution in which a student is formally enrolled as a degree candidate, and "host institution" will refer to the institution that has agreed to receive a student.

2. This Agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate a genuine and mutually beneficial exchange process for reciprocal student mobility.

3. All SHSU Exchange activities must abide by The Higher Education Coordinating Board of Texas' Reciprocal Education Exchange Program (THECB REEP) guidelines, including but not limited to those governing reciprocity. REEP guidelines are available at THECB's website. SHSU cannot be party to an exchange that does not adhere to the guideline's principles. All terms expressed in this Agreement are within the scope of THECB REEP.

Purpose of Exchange

1. The purpose of each instance of exchange will be to allow students to enroll in courses at the host institution on a non-degree seeking basis only. Courses successfully completed at the host institution should be accepted for credit towards the degree at the candidate's home institution in which s/he is enrolled. It will be the responsibility of each participant in the exchange program to obtain official approval from his/her home institution for courses taken at the host institution. Students must enroll in courses at the host institution to be considered exchange participants. **If students are enrolled only at the home institution while studying at the host institution, they cannot be considered exchange students for the purposes of maintaining reciprocity nor subject to the purview of this Agreement.**

2. Student participants from any course of study at either institution may undertake to participate on the program and will be allowed to do so as long as all relevant admissions requirements of both institutions are met. As exchange students are non-degree seeking, students will have access to most entry level courses at the host institution and with permission, may also enroll in upper-level courses. Enrollment in specific upper-level courses is not guaranteed.

3. The departments/divisions involved in the exchange at the home institution will provide academic counseling to ensure that the academic courses taken at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid in course equivalency evaluation.

Student Admission to Exchange Program

1. Student participants will be screened for eligibility for admission by the home institution. Each university shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host university in the selection of courses.

2. Requirements of language proficiency must be met by exchange students. The language of instruction at SHSU is English and at (Partner Institution) is (language). Students must be proficient in the language of the host institution in order to participate in the program, unless otherwise approved by the host institution. (Partner Institution) students will need to have scored at least 79 on the TOEFL iBt, 6.5 on the IELTS, or 105 on the Duoling at the time they apply to participate in the program. The host institution shall have final authority on admission decisions.

Length of Exchange

Description of Academic Terms:

1. "Academic year" in the context of SHSU refers to the standard academic year in the USA commencing in August/September and ending in early May of the following year and in the context of (acronym for Partner Institution) means the academic year beginning in (month) and ending in (month). The SHSU Academic Year has two primary "semesters" from August/September through December and January through early May, with a secondary summer semester. (Partner Institution) has (number) terms/semesters from (beginning month) through (ending month) in the first term/semester and from (beginning month) through (ending month) in the second term/semester.

   Students may be exchanged on a semester, year, or summer basis provided guidelines defining reciprocity are followed as noted below.

Reciprocity

1. Beginning in (list academic year) and continuing each year during the term of this Agreement, SHSU will endeavor to exchange with (Partner Institution) a group of students on the basis that a like number of departments of instruction are exchanged between the institutions during any academic year. For example, if an SHSU student studies at (Partner Institution) on a full-time basis for one (1) semester, SHSU will accept a (Partner Institution) student to study for one (1) semester on a full-time basis at SHSU. A minimum of a single, one (1) semester exchange student (each way) will initially be exchanged during the first year of implementation of this Agreement. Thereafter, all admissions decisions of the institutions will be made in order to maintain an even balance of exchange students on a yearly basis.

2. If either university is unable to maintain the balance of exchange students in any academic year, the imbalance should be rectified in the following academic year. In order to rectify an imbalance, either partner may elect to limit the number of exchange students they will accept as well as limit the number they will send. If any imbalance is not rectified in the following academic year, then the exchange program may be suspended by either partner until additional students are sent to correct the imbalance. Any measure taken to rectify an imbalance may be instituted unilaterally by either partner and without mutual consent. Both institutions commit to maintaining a reciprocal balance of student exchange on a yearly basis, but this Agreement does not constitute a binding measure compelling either university to accept a specific number of nominated students.

Post-Program

3. Academic achievement reports will be sent to the student's home institution at the conclusion of each semester, not later than six (6) weeks after the last day of final examinations. In most

cases, this will be by university transcript, used at the discretion of the home institution. Participants may be asked to pay a fee to the host institution for this service.

Student Responsibilities and Financial Commitment*

1. SHSU and (Partner Institution) will require participating exchange students to register at their home institution and pay all academic fees and tuition to their home institution. Exchange participants will be exempted from paying such fees and tuition at the host institution.

2. The host institution will assist incoming exchange students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with U.S. government regulations, students from (Partner Institution) will be required to provide a guarantee that they have the financial resources to meet all expenses.

3. Neither SHSU nor (Partner Institution) will be responsible for the costs of room, board, travel, or other personal expenses (including books). The parties acknowledge that they will require the student participants to pay these costs.

4. Student participants in the exchange will be personally responsible for purchasing the host institution's required health/medical insurance for the time period of their exchange experience, if such required insurance exists. If no such insurance requirement exists at the (Partner Institution), SHSU will require its students to purchase adequate coverage from a private insurance provider.

5. Student participants in the exchange will be governed by the same regulations and performance standards that pertain to other students at the host institution.

   If an exchange student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered as a completed exchange from the Institution concerned. In addition, the host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action but does not require approval of the home institution. The parties agree that there will be no replacement for students who do not complete an exchange.

Authorized Alternative Areas of Institutional Cooperation

1. SHSU and *(Partner Institution)* may also send students to the host institution on an independent study abroad/fee paying basis in addition to the exchange program. In this case, students will directly enroll at the host institution. Such directly enrolled study abroad students will pay all fees and tuition to the host institution. In this case, costs for the program will be entirely met by the students individually.

2. SHSU and (Partner Institution) may host faculty-led study abroad group programs on their campuses for the partner institution. In each case, the conditions for services will be agreed in writing in advance of the program. Costs for these programs will be met by the home institution or home institution student participants.

   Neither of the above-mentioned alternative areas of cooperation will have any bearing or effect on the reciprocity of the exchange program, as they are separate instances of cooperation. There is no requirement to engage in these additional activities.

Legal Indemnities and Policies*

1. No monetary consideration will be exchanged between the Parties, nor will any indemnities, reimbursements for expenses, or sharing of fees arise from the exchange.

2. The relationship between SHSU and the (Partner Institution) under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither SHSU nor (Partner Institution) shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.

3. The parties subscribe to a policy of equal opportunity, insofar as is allowed by the laws of the host country, the parties, their employees, and others acting by or through a party shall comply with all U.S. and Texas laws and policies prohibiting harassment, sexual misconduct, and discrimination on the basis of race, creed, ancestry, marital status, citizenship, color, national origin, sex, religion, age, disability, veteran's status, sexual orientation, or gender identify. Any breach of this covenant may result in termination of this agreement.

4. The institutions agree that a student who is a national or citizen of the host country will not be eligible to participate in the exchange or any other form of institutional cooperation, without exception. Such participation does not serve to achieve the cultural immersion goal of the program.

Review, Contacts, Signatories*

1. This Agreement is subject to review any time after the first year of implementation and shall be effective for five (5) years from the date of final signature, at which point another Agreement must be signed or the program will be suspended. Revision, modification or renewal after the first year may only be made by mutual written consent. Either party may terminate the Agreement by providing written notice at least ninety (90) days in advance of the next academic semester. Termination would not affect students already engaged in exchange activities under the Agreement. If the Agreement is not renewed by mutual consent at the end of the five-year period, it will terminate at the end of the specified time period, or after activities in progress have concluded.

2. Primary contacts for this agreement are:*

(Not necessarily the same as Signatory Authorities)

Sam Houston State University:	*(Partner Institution)*:
Name:	Name:
Title:	Title:
Department:	Department:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

3. Signatory Authority for Sam Houston State University: *

_____

(Name) Date
(Title)

Signatory Authority for (*Partner Institution)*: *

_____

(Name) Date
(Title)