**ACTIVITY AGREEMENT**

Between

**OHIO UNIVERSITY**

**Athens, OH USA**

 AND

**(INTERNATIONAL PARTNER)**

**(Location)**

This Activity Agreement (“Agreement”) is entered into between Ohio University (“OHIO”) and **(Full Name of Institution)** **(“Name of Institution”)**.

**WHEREAS**, OHIO and **(Name of Institution)** (collectively “Parties”) entered into a Memorandum of Understanding (“MOU”) effective **(Date)**, and

**WHEREAS**, the Parties wish to establish specific activities according to the terms described herein.

**NOW THEREFORE**, the Parties, intending to be legally bound, agree as follows:

1. **DESCRIPTION OF ACTIVITIES**

**Describe relevant activities and programs; budgets/sources of funding, if relevant; fees, tuition and other charges to be paid by one/both Parties and/or their faculty/staff/students; and responsibilities of each Party, including description of space, personnel, equipment and other required support/resources. Insert other material terms. Add additional sections as appropriate (*e.g.*, sections 2, 3, etc.).)**

**(Terms of MOU may be modified for specific activities/programs if agreed by the parties. Such language may include the phrase, “Notwithstanding any contrary provision of the MOU, for purposes of this Agreement, the Parties agree that . . . .”)**

**(Use sections below if relevant to the activities/programs, with appropriate modifications agreed by the parties):**

1. **TERM AND RENEWAL**

This Agreement shall become effective on the date that it is signed by both Parties and shall be valid for a period of \_\_\_\_ years unless earlier terminated as provided herein. This Agreement may be renewed or extended only by the mutual written agreement of the Parties. Expiration of the term of this Agreement shall have no effect on the terms of the MOU or other related activity agreements, unless otherwise expressly agreed by the Parties. **(Ensure that the term of this Activity Agreement is no longer than the term of the governing MOU.)**

1. **INTELLECTUAL PROPERTY**

All patentable inventions, other discoveries, research results, reports, notes, drawings, designs, technical data, computer software, and other copyrightable works (“Intellectual Property”) created solely by employees of OHIO generated under and during the term of this Agreement shall be the exclusive property of OHIO. OHIO shall have the right, title and interest in all such Intellectual Property regardless of the medium in which it is stored or prepared.

All Intellectual Property created solely by employees of **(Name of Institution)** generated under and during the term of this MOU shall be the exclusive property of **(Name of Institution)**. **(Name of Institution)** shall have the right, title and interest in all such Intellectual Property regardless of the medium in which it is stored or prepared.

Intellectual Property created jointly by personnel or students of more than one Party (“Joint Intellectual Property”) shall be owned jointly, subject to the policies and procedures of and laws governing the Parties. If Joint Intellectual Property is created, the Parties will in good faith endeavor to establish an inter-institutional agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the Parties.

Nothing in this Agreement shall be construed to prevent the faculty, staff or students of either Party from publishing Intellectual Property that arises from the activities contemplated by this Agreement.

1. **TERMINATION**

This Agreement may be terminated by either Party for its convenience at any time, provided that the terminating Party gives written notice of its intention to terminate the Agreement at least 6 months/days prior to the termination. Termination of this Agreement shall have no effect on the terms of the MOU or other related activity agreements, unless otherwise expressly agreed by the Parties.

1. **ETHICS**

To the best of each Party’s knowledge and belief, no part of this Agreement has been made in exchange for payment of money or other thing of value by either Party, directly or indirectly, to any employee of the Party, any person who is a member of the Party’s Board of Trustees or governing body, or to any person who is a family member or business affiliate of any of the foregoing. No person has received or solicited anything of value from the other Party or any third party in return for influencing or exercising his or her discretion in a particular way with respect to undertaking this Agreement, and no person responsible for the negotiation or implementation of this Agreement shall acquire a personal monetary interest in the benefits of the Agreement. The Parties agree to cooperate with any governmental investigation into any alleged violation of this section.

1. **CONTACT**

The Parties designate the following individuals to coordinate the activities described herein:

At **(Name of Institution)**, this person will be:

**(Insert Name, affiliation with Institution, Title and E-mail)**

At OHIO this person will be:

**(Insert Name, affiliation with Institution, Title and E-mail)**

Either Party may designate additional or replacement contact individuals upon reasonable notice to the other Party.

1. **VISITING STUDENT CONDUCT**

All students participating in any program or similar activity contemplated by this Agreement shall comply with the host Party’s student conduct rules and relevant academic policies. The host Party retains sole discretion to administer such rules and policies and, if necessary, to dismiss a visiting student who fails to comply with them, without cost to the host Party. A dismissed student may forfeit tuition and fees in accordance with the host Party’s policies.

1. **STUDENT ADMISSIONS AND OTHER ACADEMIC STANDARDS**

Each Party retains sole discretion and authority to administer its own admissions and other academic standards. All visiting students must demonstrate appropriate language proficiency and/or achieve required TOEFL or appropriate alternative test scores, as may be required by the host Party’s policies.

1. **STUDENT INFORMATION**

**To the extent the Parties exchange information and data identifying particular students** enrolled at their respective institutions (“Student Data”), the Parties shall safeguard and maintain the confidentiality of the other Party’s Student Data using appropriate administrative, technical and physical security measures that are commercially reasonable and consistent with the degree of care the Party uses to maintain its own confidential and sensitive information. A Party shall report promptly any unauthorized use or disclosure of the other Party’s Student Data to such Party.

1. **TAX OBLIGATIONS**

Each Party shall be responsible for its own tax liabilities and obligations (including reporting and withholding obligations) arising from the activities contemplated by this Agreement, including but not limited to payroll and employment taxes for its own faculty and staff.

1. **HEALTH INSURANCE**

Each Party shall ensure that its faculty, staff and student participants who travel to the other Party’s home site in connection with this Agreement maintain valid health insurance in compliance with the host Party’s requirements. Neither Party shall be responsible for insurance and other health and treatment-related costs incurred by the other Party’s faculty, staff and students in connection with activities contemplated by this Agreement.

1. **EXPORT CONTROLS**

This Agreement is subject to all applicable United States export control laws and regulations controlling the transfer of technical information and items out of the United States. The transfer of certain technical information or items may require a license from the United States government. All Parties must comply with such export control laws and regulations, and no Party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

1. **NO ASSIGNMENT**

Neither Party may assign or subcontract all or any portion of its rights, responsibilities or obligations under this Agreement without the prior written consent of the other Party.

1. **SEVERABILITY**

The provisions of this Agreement are divisible. The Parties intend to comply fully with all applicable laws, and this Agreement will be construed consistently with all such laws. If any court holds part or all of any provision of this Agreement to be invalid, such invalidity will not affect the balance of that provision or the remaining provisions in this Agreement, which will remain in full force and effect.

1. **COMPLIANCE WITH LAWS**

The Parties shall comply with all laws, regulations and ordinances that pertain to the activities contemplated by this Agreement. Each Party is responsible for ensuring that its faculty, staff and students comply with the host Party country’s immigration laws, including any course-load requirements. The Parties shall reasonably cooperate with each other’s efforts to ensure such compliance.

1. **DEBARMENT CERTIFICATION**

The Parties each certify that they are not currently suspended or debarred from participating in projects funded by the governments of the United States of America or the State of Ohio and that they do not owe any monies or debts to the State of Ohio, its agencies, political subdivisions, boards, commissions or other entities.

1. **ENTIRE AGREEMENT AND AMENDMENT**

The MOU is incorporated by reference as if set forth in its entirety herein. Except as otherwise expressly provided in this Agreement, this Agreement sets forth the entire understanding between the parties regarding the matters described herein and supersedes all prior agreements, whether oral or written. This Agreement may not be modified or amended except by a writing signed by both parties.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, which when taken together shall constitute but a single instrument. Either Party may sign this Agreement by signing and emailing or faxing the original document to the other party. Such document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

1. **FORCE MAJEURE**

In the event either party shall be delayed or hindered or prevented in the performance of any obligations required under this MOU by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or acts of God, terrorism, restrictive governmental laws or regulations, riots, insurrection, war, epidemic, pandemic or any other reason not within the reasonable control of either party ("Force Majeure"), the performance of such obligations shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay.

1. **LANGUAGE**

The English language version of this Activity Agreement represents the understanding of both parties. Any other version is provided as a translation. In the event of a conflict between the English version of such document and any translation, the English language version will prevail.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
| **Signed on behalf of** **Ohio University** |  | **Signed on behalf of****(Name of Institution)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Lorna Jean Edmonds, Ph.D. Vice Provost for Global Affairs and International Studies |  | NameTitle |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year) |

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NameTitle |  | NameTitle |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year) |

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NameTitle |  | NameTitle |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date (Month/Day/Year)  |