

International Agreement
(TYPE OF AGREEMENT)
Between
Washington State University, Pullman, WA USA
And
(COLLABORATOR, CITY, COUNTRY)

This International Agreement (Agreement) is between Washington State University, (herein WSU), an institution of higher education and an agency of the state of Washington, located in Pullman, Washington, U.S.A., and (COLLABORATOR, CITY, COUNTRY)(herein Collaborator). The parties shall be referred to jointly as Parties and generically and individually as Party. This Agreement supports the Memorandum of Understanding signed between the two Parties on _____ (if applicable).

The purpose of this Agreement is to facilitate and enhance academic and research cooperation between the two Parties. In no event do the Parties intend to create under this Agreement any separate legal or administrative entity.

ARTICLE I. SCOPE OF PARTIES CONTRIBUTIONS

Parties agree to perform the following services and/or provide the following personnel, equipment, materials, funding and otherwise do the following things that are necessary for and incidental to the performance of this Agreement for the (TYPE OF AGREEMENT or TITLE) (herein Program):

See Attachment A – Scope of Parties Contributions

ARTICLE II. PERIOD OF PERFORMANCE

Subject to its other provisions, the Period of Performance of this Agreement will be for a period of five (5) years, from the date of last signature by personnel authorized to bind each of the Parties, unless terminated sooner as provided herein. If the Agreement is not renewed, the Parties will honor the Agreement for enrolled participants until their Program is completed.

ARTICLE III. TERMINATION

Either Party may terminate this Agreement upon six (6) months prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination and the Parties will honor the Agreement for enrolled participants until their Program is completed, unless otherwise agreed to in the Agreement.

ARTICLE IV. AGREEMENT AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

ARTICLE V. RECORDS MAINTENANCE

The Parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services and work contemplated by Agreement. These records will be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law.

In instances when access to any WSU student records is required, such request will be subject to the Family Educational Rights and Privacy Act (FERPA) procedures. Requests related to access of any WSU student records must be made in writing to the WSU Registrar's office. All records related to this Agreement will be retained as determined by law.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to prevent erroneous disclosure of records and documents provided by the other Party to third Parties.

ARTICLE VI. RIGHTS IN DATA AND INTELLECTUAL PROPERTY

Any data or intellectual property which originates from this Agreement will be owned by the Party creating such data or intellectual property. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

ARTICLE VII. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS AND EXPORT CONTROL

The exchange or visitation of participants outlined in this Agreement will be subject to all applicable immigration laws and regulations of the country where the Agreement Program occurs and the United States of America and any limitations and/or restrictions related thereto. The terms and conditions of this Agreement are subject to compliance with the Parties' home countries laws and policies, including those on export and import control.

ARTICLE VIII. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement will continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

ARTICLE IX. DISPUTES

In the event that a dispute arises under this Agreement the Parties shall make every effort to resolve the dispute themselves.

ARTICLE X. GOVERNANCE

WSU enters into this Agreement pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

ARTICLE XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party.

ARTICLE XII. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the Party and attached to the original Agreement.

ARTICLE XIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE XIV. DISCRIMINATION and SEXUAL HARASSMENT

Collaborator agrees to abide with WSU policies pertaining to discrimination and sexual harassment as published on the WSU web site at:

http://www.wsu.edu/~forms/HTML/EPM/EP15_Discrimination_and_Sexual_Harassment.htm

ARTICLE XV. INTERNATIONAL AGREEMENT LIAISON

The Agreement Liaison for each of the Parties shall be the primary contact for this Agreement:

Washington State University Name: Title: Department: Address: Phone: E-mail: Website	Collaborator Name: Title: Department: Address: Phone: E-mail: Website:
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ARTICLE XVI. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

COLLABORATOR

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

(TYPE OF AGREEMENT)

Attachment A – Scope of Parties Contributions

Scope of Parties Contributions should include, as applicable:

- Additional Contact/Personnel Information
- Admissions/Enrollment/Transcript requirements
- Budget and Billing/Payment information
- Collaborator requested terms/conditions
- Details of Type and Number of Program Participants
- Passport/Visa information
- Program Specific Details (e.g. duties and provisions of Collaborator and WSU including academic/internship/trainee program details, administration of the Program, classroom facilities, housing, orientation, transportation, etc.)
- Transfer Credit (Articulation) Matrix
- Travel Itinerary
- Tuition waivers and scholarships