**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into by and between Purdue University, West Lafayette, Indiana, U.S.A. and (international institution), City, State, Country, each of which may also be referred to as a “Party” or collectively as the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, Purdue University and (international institution) desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

**WHEREAS**, Purdue University and (international institution) desire to strengthen and expand the mutual contacts between the two institutions; and

**WHEREAS**, Purdue University and (international institution) desire to provide for a variety of collaborative educational opportunities for faculty and students at the two institutions on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:

**I. Scope of MOU** - This MOU shall commemorate the Parties’ intent to enter into collaborations including, but not limited to, the following:

1. Exchange of faculty and research scholars
2. Exchange of students
3. Collaborative Research and Discovery, Learning and Teaching, and Engagement
4. Joint development of online courses and/or certificate or credential programs
5. Licensing or cohort arrangements for existing Purdue University online courses or programs
6. Co-development and collaboration to operate, maintain, and/or teach virtual laboratories
7. Hybrid pathway programs, such as 3+2 or 4+2 programs, that combine one or more (international institution) programs with one or more Purdue University online programs to facilitate attainment of an undergraduate degree at (international institutions) and a graduate degree at Purdue University
8. Technical Assistance
9. Other mutually-agreed educational or research programs
10. Other: Fill In

Before implementing these activities, the Parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity or other agreements based on the mutually agreed objectives and outcomes.

**II. Period of MOU** - This MOU shall be effective upon the date of final execution and will remain in force for a period of five years. This MOU may be renewed beyond five years by mutual written agreement.

**III. Activities Under This MOU** - It is expected that activities taking place under this MOU will be initiated primarily by academic units within each institution, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

**V. Funding of Activities** - Activity or other agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding that may be needed. Projects requiring funding must be approved by both institutions.

**VI. Nondiscrimination** - Purdue University and (international institution) agree that no person shall be excluded from participation under the terms of this MOU on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran.

**VII.** **Use of Name** - (international institution) will not use the name of Purdue University, nor of any employee of Purdue University, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of (international institution), or any employee of (international institution), in any publicity, advertising, or news release without the prior written approval of (international institution).

**VIII. Modification** - The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the Parties.

**IX.** **Prevailing Language** - Should this MOU be executed in two languages, the English version represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

**X**. **Non-Binding; Termination** - This MOU is non-binding and solely for the purpose of establishing a basis upon which Purdue University and (international institution) will continue discussions. Either Purdue University or (international institution) may in its sole discretion terminate this MOU for any reason by giving written notice of termination to the other Party. In the case of a dispute that arises relating to any aspect of cooperation under this MOU, the Parties may attempt to resolve such dispute through friendly negotiation, or either Party may elect to terminate this MOU pursuant to the previous provision. Upon termination, the Parties will have no further obligations hereunder.

**XI.** **Foreign Corrupt Practices Act** - Purdue University and (international institution) represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the “FCPA”), and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to, take any action in connection with this MOU, or any separate activity or other agreement hereunder, to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service, or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

**IN WITNESS WHEREOF,** Purdue University and (international institution) have executed this MOU as of the date of the final signature below.

**Signing for Purdue University** **Signing for (international institution)**

Dimitrios Peroulis Name of counterpart

Senior Vice President, Partnerships and Online Title of counterpart

DateDate