**Sub-Agreement for Academic Cooperation**

**Between**

**The Trustees of Indiana University**

**On Behalf of [Unit Name]**

**And**

**[Partner Institution]**

**On behalf of [Unit Name]**

The Trustees of Indiana University (“Indiana University”), on behalf of [Unit Name], established in the State of Indiana, United States of America, and [Partner Institution] (“abbreviated name”), on behalf of [Unit Name], established in [insert city/state, country] (each a “Party” and collectively, the “Parties”), to advance their mutual objectives in research and education recognized by the Agreement of Friendship and Cooperation between the Trustees of Indiana University and [Partner Institution] signed on [Month Day, Year], enter into this Sub-Agreement for Academic Cooperation on this [Day] day of [Month], [Year] (the “Effective Date”) and hereby agree as follows:

1. The Parties will focus on [indicate the specific activity or activities].
2. [Describe each activity covered under this sub-agreement separately, including the academic units and personnel involved, the duration of the activity, and the source of any funding required for the activity*.*]
3. The Parties acknowledge and agree that any such activity must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.
4. This Sub-Agreement shall remain in force for a period of five (5) years from the Effective Date; however, either Party, at its discretion, may terminate this Sub-Agreement during its term by giving notice at least six (6) months in advance of the intended termination date. If the Agreement of Friendship and Cooperation between the Trustees of Indiana University and [Partner University] is terminated or expires, this Sub-Agreement shall also terminate.
5. This Sub-Agreement may be amended or renewed by a written agreement signed by an authorized representative of each Party.
6. Each Party shall send communications or notices pertaining to this Sub-Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

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| --- | --- |
| Indiana University: | Contact Name, Title  School, Office, or Unit  Mailing Address  City, State, Zip, Country  Phone: +1-xxx-xxx-xxxx  Email: |
| Partner Institution: | Contact Name, Title  School, Office, or Unit  Mailing Address  City, State, Zip, Country  Phone: +xxxx  Email: |

1. Each Party grants, for the term of this Sub-Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the “Trademarks”), to the other Party, solely for the promotion of this Sub-Agreement and any joint programs and projects developed hereunder. The rights granted by Indiana University under this agreement are limited to the use of the logo and name of the [Unit Name]. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to Indiana University shall be emailed to the IU Office of Licensing & Trademarks at [iulogo@iu.edu](mailto:iulogo@iu.edu). The Parties acknowledge by this Sub-Agreement, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.
2. Both Parties subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion or national origin. Both Parties shall abide by these principles in the administration of this Sub-Agreement and neither institution shall impose criteria for the exchange of participants which would violate the principles of non-discrimination.
3. In the event of a dispute arising out of or relating to this Sub-Agreement, the Parties shall establish a committee of six (6) senior representatives, three (3) appointed by each Party, to attempt to resolve the dispute.

IN WITNESS WHEREOF, the Parties have caused this Sub-Agreement to be duly executed.

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| On behalf of:  Name of Partner Institution |  | On behalf of:  The Trustees of Indiana University |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized representative  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dean or Unit Representative  Title, Name of School or Unit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized representative  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Hannah L. Buxbaum  Vice President for International Affairs |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Donald S. Lukes  University Treasurer |