Sub-Agreement for Faculty Exchange

**Between**

**The Trustees of Indiana University**

**On behalf of [Name of Academic Unit]**

**And**

**[Partner Institution]**

**On behalf of [Name of Academic Unit]**

The Trustees of Indiana University (“Indiana University”), on behalf of the [Academic Unit], established in the State of Indiana, United States of America, and [Partner Institution] (“abbreviated name”), on behalf of the [Name of Academic Unit], established in [City], [Country] (each a “Party” and collectively, the “Parties”), to further develop the relationship recognized by the Agreement of Friendship and Cooperation between the Trustees of Indiana University and [Partner Institution] signed on [Date], enter into this Sub-Agreement for Faculty Exchange on this [Day] day of [Month], [Year] (the “Effective Date”) and hereby agree as follows:

1. Indiana University [Academic Unit] and [Partner Institution] [Academic Unit] shall be the offices responsible for the administration of this exchange program.
2. The Parties will focus on enhancing the international capacity of their faculties and encourage the development of joint research projects and other collaborative activities among their faculties on topics of mutual interest.
3. The Parties may each select and nominate up to [number] faculty members per academic year from any branch of learning to visit the partner institution as exchange participants. The length of each visit will be approximately one month [*or other time period*], determined on a case by case basis and by mutual agreement. Each host institution will determine whether recommended faculty members are acceptable.
4. Dossiers, including a brief biographical account and a statement of purpose for the exchange period at the host institution, must be received six months prior to participation to allow time for visas and documentation. Indiana University also requires documentation that verifies the exchange participant from [Partner Institution] has the requisite English proficiency for successful participation in the exchange program.
5. Expenses for round-trip air travel, board, lodging, and health insurance will be the responsibility of the home institution or the exchange participant.
6. The host institution will provide assistance to the exchange participant in finding appropriate lodging. The host institution will also provide study and research privileges equivalent to those available to resident faculty members or graduate students.
7. Exchange participants are expected to study and work according to a mutually agreed upon plan for professional improvement and research. Specific arrangements for special facilities, laboratories, local research, and the like will be agreed upon by the Parties in advance.
8. 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.
9. This Sub-Agreement shall remain in force for a period of [up to 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 Institution] is terminated or expires, this Sub-Agreement will also terminate.
10. This Sub-Agreement may be amended or renewed by a written agreement signed by an authorized representative of each Party.
11. 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, TitleSchool, Office, or UnitMailing AddressCity, State, Zip, CountryPhone: +1-xxx-xxx-xxxx Email:  |
| Partner Institution: | Contact Name, TitleSchool, Office, or UnitMailing AddressCity, State, Zip, CountryPhone: +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 Sub-Agreement are limited to the use of the logo and name of the [Name of Academic Unit]. 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. 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 by 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.
4. {Optional; use only when relevant} This Sub-Agreement is written in English and in [Foreign Language]. In the event of a conflict between the English and [Foreign Language] versions, the English version shall govern.

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 representativeTitle |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dean or Unit RepresentativeTitle, Name of Academic Unit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized representativeTitle |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Hannah L. BuxbaumVice President for International Affairs |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Donald S. LukesUniversity Treasurer |