**Agreement of Friendship and Cooperation**

**Between**

**The Trustees of Indiana University**

**And**

**[Partner/Unit Name]**

The Trustees of Indiana University (“Indiana University”), established in the State of Indiana, United States of America, and [partner institution name] (“[abbreviated name]”), established in [insert city/state, country] (each a “Party” and collectively, the “Parties”), to facilitate their mutual objectives in research and education, enter into this Agreement of Friendship and Cooperation on this \_\_\_\_\_ day of [month], [year] (the “Effective Date”) and hereby agree as follows:

1. The Parties shall explore opportunities for collaboration, which may include, but are not limited to: (a) the creation of faculty, staff, and student exchange programs, (b) the sharing of academic materials and other relevant information, and (c) the development of joint research projects.
2. Prior to initiating any joint program or project, the Parties shall enter into a Sub-Agreement setting forth the specific details of the proposed program or project. Each such Sub-Agreement, prior to becoming effective, shall be vetted in accordance with each Party’s internal policies and procedures and signed by an authorized representative of each Party.
3. Each Sub-Agreement shall identify the academic units and personnel involved, the duration of the program or project, and the source of any funding required for the program or project. The Parties acknowledge and agree that any such program or project must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.
4. This 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 Agreement during its term by giving notice at least six (6) months in advance of the intended termination date.
5. This 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 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.

Indiana University: The Office of the Vice President for International Affairs

 Bryan Hall, Room 104

 107 S. Indiana Avenue

 Bloomington, IN 47405

 Phone: (812) 855-8669

 Email: ovpia@iu.edu

[Partner Institution]: [responsible office or individual]

 [address]

 [phone / email]

1. Each Party grants, for the term of this 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 Agreement and any joint programs and projects developed hereunder. 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 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. In the event of a dispute arising out of or relating to this Agreement or any Sub-Agreement entered into pursuant to this 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 Agreement to be duly executed.

On behalf of: On behalf of:

[Partner Institution] The Trustees of Indiana University

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Name Pamela Whitten

Title President

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 Hannah L. Buxbaum

 Vice President of International Affairs