

Agreements with Non-US Institutions

No: S-33.5

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Authority: Board of Regents Policy 13-3 (Authorization to Sign Documents) UW System
Academic Information Services (ACIS) 7.1-7.4

Initiator: Vice Chancellor for Academic Affairs

Responsible Party: ~~Overseas Programs and Partners Director~~, Center for International Education

I. Purpose

As a globally-engaged university, the University of Wisconsin-Milwaukee (UWM) must ensure that it is appropriately managing agreements with academic and research institutions based in other countries, including non-US colleges, universities, and research institutes. The Center for International Education (CIE) facilitates and oversees, on behalf of UWM, the establishment of academic and research-related agreements with institutions and organizations based in other countries. This Policy provides guidelines for negotiating and entering into such agreements.

II. Procedures for Negotiating, Reviewing, and Ratifying Agreements

1. All proposals for new agreements must be submitted to ~~CIE CIE's Director of Overseas Programs and Partnerships~~ for preliminary review and approval.
2. After approval, the negotiation of a draft agreement may be conducted by the sponsoring Faculty, Department Chairperson, Program Director, Dean, or their designee, or, if preferred, by CIE on their behalf. Draft agreements may be of original design or based on templates supplied by CIE.
3. Once the agreement's terms and conditions have been negotiated, ~~CIE's Director of Overseas Programs and Partnerships~~ will coordinate a review of the draft agreement by UWM's Office of Legal Affairs and the ~~International Overseas Programs and Partnerships (OPP) Advisory~~ Committee. The ~~International OPP~~ Committee meets to review proposed agreements at least four times per academic year, or more frequently as needed. Agreements that simply define a business relationship with no academic course enrollment or credit transfer do not require review or approval by the International Committee.
4. To be considered for review, proposed agreements must be accompanied by a report that describes the following: (1) the UWM department(s) sponsoring the agreement, (2) the

proposed collaborating institution(s), (3) previous interactions and affiliations with the proposed collaborator(s), if any, and (4) the nature and purpose of the agreement.

5. If a foreign-language version of an agreement is requested, CIE's ~~Director of OPP~~ will work with a third-party translation firm, native-speaker to obtain/develop an accurate translation or certification of the translation provided by the proposed partner. The translation service will be paid for by the respective UWM school or college proposing the agreement. On a case by case basis, the English version of the agreement may also including controlling language establishing that in the event of a dispute, the English version of the agreement will prevail.
6. A 60 percent majority vote by the OPP Advisory Committee is required to approve a proposed agreement and advance it for final signature.
7. If an International-OPP-Advisory Committee member is the principal sponsor of a proposed agreement, they must abstain from voting to prevent any conflict of interest.
8. Once the draft agreement has been approved by all of the relevant UWM offices and committees, it may be signed by an individual with appropriate signature authority.
 - a. Only certain individuals at UWM are authorized by the UW System Board of Regents to sign documents creating binding obligations for UWM.
 - b. UWM's Office of Legal Affairs maintains a list of individuals who are authorized to legally obligate UWM. In general, only the Chancellor, the Provost, the Vice Chancellor for Finance and Administrative Affairs, and the Vice Provost for Research~~Vice Chancellor for Research and Economic Development~~ may sign agreements with third-party institutions on behalf of UWM.
 - c. Anyone who is unsure as to his or her signature authority should not sign a document until after consulting with UWM's Office of Legal Affairs.
9. Other campus representatives, such as a Dean or Director, may indicate their approval as a sub-signatory. Such sub-signatures must follow the official signature and include language, such as "Read and Understood," to indicate that their signature is not made for the purpose of legally binding UWM.

III. Memoranda of Intent

1. As a precursor to the above-described negotiations, institutions may wish to establish a ceremonial relationship. The attached Memorandum of Intent (MOI) may be used in such circumstances.
2. The MOI does not create any financial obligations, or personnel, physical space, or programmatic commitments for UWM. The existence of an MOI allows UWM to provide immigration paperwork to students from the partner institution wishing to enroll at UWM as a "special" non-degree student.

3. In addition to the individuals identified in section II(8) above, the attached document may be signed by Deans, ~~Associate Deans, Department Chairs, and Academic Program Directors~~; provided, however, that no changes may be made whatsoever to the attached document (except to complete the names as shaded). This is a limited exception to the signature authority rule described in section II(8) above.
4. Within one month of signature, a copy of the fully-executed MOI must be submitted to CIE, which will share it with the ~~International OPP Advisory~~ Committee for informational purposes and record it for future reference ~~post a copy of it on CIE's partnership website~~.

Attachment

**MEMORANDUM OF INTENT FOR INTERINSTITUTIONAL EDUCATIONAL
AND SCIENTIFIC COLLABORATION**

Whereas, the parties believe that there is great value in promoting a global outlook and international understanding, and

Whereas, the parties recognize the important role that education and research play in enhancing mutual understanding, friendship, and good relations.

Now, therefore, both parties are interested in exploring, in good faith, opportunities for future collaborations in their fields through their respective institutions, namely [NAME OF OTHER INSTITUTION] and the University of Wisconsin-Milwaukee [NAME OF DEPARTMENT/CENTER], and set forth their intent as follows:

1. Potential Types of Collaboration. Some types of collaboration that the parties may consider pursuing include the following:
 - Joint research activities;
 - Joint curricular activities;
 - Faculty exchanges for purposes of research, lectures, or symposia;
 - Student exchanges for purposes of study or research;
 - Online teaching activities; or
 - Exchange of information consistent with applicable copyright laws.
2. Consistency with Institutional and Legal Requirements. Future collaborations, if any, will be consistent with both institutions' respective educational missions, policies and regulations, and consistent with the laws of their countries.
3. Duration. This Memorandum of Intent shall become effective upon execution by both parties and shall continue in full force and effect for a period of five years; provided, however, that either party may terminate this Memorandum of Intent at any time with 90 days written notice to the other party.
4. Future Obligations. The parties acknowledge and agree that this Memorandum of Intent does not create any binding legal obligations or financial commitments. The parties recognize that any such future obligations or commitments must be agreed upon in writing, which must be signed by an authorized representative of each of their institutions. The parties also recognize that any future obligations or commitments will depend on the availability of funds for each party.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Intent as of the date shown below.

For: The Board of Regents of the University of _____ For:
Wisconsin System on behalf of the
UNIVERSITY OF WISCONSIN-MILWAUKEE _____ UNIVERSITY

Printed Name & Title

Printed Name & Title

Signature

Signature

Date

Date