The Office of Internationalization encourages the use of a standard terminology across campus when referring to agreements and understandings between the University of Denver and international entities. While there will always be exceptions, a standard terminology reduces confusion and false expectations. We encourage working within the following guidelines:

**Letter of Understanding (LOU):** An LOU is a more formal, written type of understanding that codifies what has been discussed with the other institution informally. It may be a precursor to a more detailed written document, or it may be sufficient in itself, especially when money is not being exchanged. An example of an LOU is an agreement between a University department or program with an outside entity to provide internships for DU students abroad.

**Memorandum of Understanding (MOU):** An MOU is a broad and wide-ranging document that provides an overview of areas of possible cooperation between two academic institutions. While many of the proposed areas of cooperation may not ultimately come to fruition, they express the institutions’ intent to at least address those areas at some time in the future, or to show that there is an intention to cooperate on multiple levels if possible. Many institutions require an MOU before signing any more specific type of agreement. MOUs are not typically signed with companies, and do not normally in themselves involve the exchange of services or money, as those are typically covered by more specific agreements. Separating out agreements from MOUs can also allow for more flexibility: if one of the more specific agreements is eventually terminated the MOU may, in fact, continue to be valid. An example MOU is provided below with comments and is downloadable on the Internationalization website.

**Agreement:** An agreement is a written document that binds two institution of higher learning into an exchange of services whether or not they include financial compensation. Possible agreements include exchange agreements, study abroad agreements, research collaborations, dual degrees, etc. They can exist accompanied with or without an MOU, and are detailed in their terms and descriptions of conditions, services provided by each party, duration, how they are terminated, liability, and legal jurisdiction as well as Title IX and other mandated legal concerns, often referring to the laws of each country. An example agreement is provided below with comments and is downloadable on the Internationalization website.

**Contract:** A contract binds the University with an entity that is generally not an institution of higher learning, typically involving an exchange of funds for services rendered. A contract can include short-term services, or can be as extensive as multi-year study abroad arrangements for DU students. They are detailed in their terms and descriptions of conditions, services provided by each party, duration, how they are terminated, liability, and legal jurisdiction as well as Title IX and other mandated legal concerns, often referring to the laws of each country.

**AGREEMENTS ACROSS THE UNIVERSITY:**

The Office of Internationalization is the central University office responsible for overseeing internationalization efforts at the University in general, particularly through the Internationalization Council and the various areas that comprise Internationalization. There are, however, different areas of responsibility depending on program type and whether it is undergraduate or graduate in nature. With respect to understandings with entities overseas the major distinction is between undergraduate and graduate programs.

**Undergraduate term-length study abroad** is run through the Office of International Education, housed in the Office of Internationalization. Home of Cherrington Global Scholars, the OIE is responsible for all undergraduate study abroad at another institution other than programs led by DU faculty. The OIE also runs undergraduate exchanges with universities abroad; occasionally a graduate student may participate on such exchanges although graduate exchanges are normally run through divisions and schools.

**Short-Term faculty-led study abroad** is generally run either through the Office of Special Programs if it takes place during interterms, or through divisions or schools if it takes place during the summer or the regular academic year. In all cases the courses are led by a DU faculty member. Divisions and schools run short-term faculty-led programs if they are targeted to graduate students.
Graduate exchanges are typically run through divisions and schools and are based on agreements signed with the equivalent unit at a university abroad. Graduate schools may also choose to enter into research partnerships, faculty exchange agreements, and so on with equivalent units at institutions abroad.

Strategic partnerships are agreements and MOUs with institutions abroad that implicate the University as a whole, and are indicative of a deeper partnership that includes undergraduate, graduate, faculty, and staff mobility, as well as potential research collaborations and degree agreements, shared services, and even possibly a certain amount of shared governance. These are run through the Office of Internationalization with cooperation from divisions and schools as well as areas throughout Internationalization.

Approval Workflows: All MOUs and agreements (not typically LOUs or contracts) must be presented to the Internationalization Council at an early stage in their consideration so that the Council can discuss them and see whether there are other units on campus who might be able to help with making the agreement a reality. It also permits the Council to help make the possible agreement work within the University’s internationalization goals and framework. When ready to be signed, MOUs and agreements (as well as LOUs and contracts) are routed through the contract signing workflow (see below) for comment by Risk Management, Legal Counsel, Business Services, and Internationalization. The signing authority for any MOU, LOU, agreement, or contract is provide below. Any MOU or agreement that has not been discussed in the Internationalization Council will not be approved by Internationalization and will be returned to the originating department. At any time in the process of negotiating an agreement the Office of Internationalization can help by providing suggestions and insights gained from its own agreements and those of other departments on campus.

There are two contract and agreement workflows:

1. For contracts that include the purchase/acquisition of goods and/or services by the University, the path is the electronic Business Services workflow. See http://www.du.edu/purchasing/training.html.
2. For all other contracts (not for the purchase of goods and/or services by the University), see http://www.du.edu/counsel/contract-review-process/index.html.

WHO'S RESPONSIBLE FOR WHAT:

University Counsel: Any agreement, MOU, LOU, contract, or other understanding, intended to create an obligation to or from the University must be reviewed by University Counsel if any of the following are true: (1) the duration of the obligation is for one year or more; (2) the University commitment is $20,000 or more; (3) there is a possible liability of $20,000 or more (including from a potential lawsuit). Obligations include (but are not limited to): purchase or sale of goods and services; real estate; employment; professional and consultant services; affiliations; amendments of existing obligations; assumption of risk and releases; registration forms for events.

Risk Management: Risk must approve the location where students or faculty will go under the auspices of the University. While Risk is a step on the contract and approval signing process, it is important to clear locations with Risk before entering into any serious negotiations.

Signing Authority: The following list indicates the signing limits and authority:

Authority with unlimited term and/or amount:

- Chancellor (unlimited);
- Provost and Executive Vice Chancellor (unlimited);
- Vice Chancellor for Business and Financial Affairs (unlimited).

Other authority limited to one year (not all signers will be involved with international agreements):

- Controller (up to $250,000, up to $1.5 million related to sponsored programs);
- Director of Purchasing Services (up to $100,000 for normal University procurement contracts);
- Assistant Director of University Business Services (up to $100,000 for normal University procurement contracts);
- Director of Facilities Management (up to $50,000 for customary facilities management activities);
-- Vice Chancellor of Human Resources (up to $500,000 for contracts/agreements relating to benefit plan contracts);
-- Director, Enterprise Risk Management (up to $500,000 for contracts/agreements relating to insurance carriers);
-- Assistant Controller Research Administration (up to $500,000 for grants/contracts related to research);
-- Executive Director for Conferencing, Events, and Special Programs ($100,000 for matters involving conferencing, events, and special programs);
-- Executive Director, Newman Center for Performing Arts (up to $100,000 relating to the Performing Arts Center);
-- Vice Chancellor for Communications (up to $50,000 for media and publications);
-- Associate Vice Chancellor, University Technology Services (up to $50,000 for computer-related activities);
-- Associate Provost for Internationalization (up to $50,000 for study abroad contracts);
-- University Counsel (up to $50,000 for engagement letters for legal or litigation services)
-- Director of Athletics and Recreation (up to $100,000 for contracts pertaining to athletic participation);
-- Vice Chancellor of University Advancement (up to $500,000 for IRS form 8283- Non-cash Charitable Contribution Form);
-- Deans and Vice Chancellors and one other departmental designee (other than the Budget Officer) up to $50,000.

The Vice Chancellor for Business and Financial Affairs may designate others in writing with the amounts determined annually.

Requests for additional signature authority must be made to the Vice Chancellor for Business and Financial Affairs. Upon approval, request for documentation of the signature authority is made through the Office of the University Counsel.

ADDITIONAL CONCERNS:

Exchange balance: Particularly when considering an exchange agreement with an institution abroad, the originating department at DU has to consider the impact that DU's quarter system will have since most partners are on the semester system in some form (with the exception of the Sturm College of Law, which is on semesters). While the typical exchange agreement involves no exchange of funds between the partners (with the exception of fee-paying exchange agreements, which are in effect two-way study abroad agreements), there is an implicit cost: the outgoing DU student is in some form paying for the incoming student from abroad. DU's tuition rates increase annually, and it is necessary to keep credits paid for balanced at the graduate level for graduate exchanges.

Undergraduate exchanges are in general for year-long periods of study as it is the only way to keep a semester system in balance with a quarter system like DU's. Graduate exchanges are based on credits: the outgoing students pays for a certain number of credits at DU even when going abroad. However, the incoming student is then only able to take that number of credits when at DU. The problem arises with a semester partner school: that particular number of credits may not be sufficient to remain full-time for a semester at home. There are a number of possible solutions to help with balancing exchanges, and each may serve in differing situations — contact the Office of Internationalization for guidance and ideas.

Program quality abroad is an additional important consideration. It is often difficult to know the quality of instruction at an institution abroad, even when taking into account cultural and societal differences in teaching styles. The most important factor is accreditation — the partner must be accredited by national authorities. However there are also questions of who is teaching in the partner program (faculty or adjuncts, for example), and whether the partner is well-respected at home and internationally. Many institutions want partnership agreements in order to bolster their international rankings or profile. That in itself is not a sign of any risk, but it means that many institutions are in the game without being adequately prepared. These problems are easily mitigated through research about the institution, site visits, and faculty contacts and champions. For a division or school entering into an exchange agreement of any kind it is important to have at least two faculty at DU who are committed to making the agreement work (if one leaves the University the agreement will continue). There are plenty of universities with hundreds or even thousands of agreements, most of which are defunct.

An agreement with a university of questionable quality abroad will not only cause problems for DU students and
internationalization at DU: Agreements with institutions abroad are one part of DU’s efforts at internationalization. DU’s overall internationalization strategy is coordinated by the Office of Internationalization and the Internationalization Council. A main emphasis of the Office of Internationalization are strategic partnerships; other areas of internationalization concentrate on language learning (English and other languages), study abroad for undergraduates, and international student and scholar support. The newly-launched Internationalization Collective focuses on internationalization at home (loosely defined as internationalizing the curriculum).

Divisional and school agreements with institutions abroad play an important role in serving the specific needs of DU’s academic departments and are complementary to overall Internationalization efforts.

Internationalization is more than crossing borders, it is a way to posit the problem of knowledge and its limitations and definitions in a process of investigation rather than as an end-point. It engages in a multiplicity of learnings and languages, crossing cultures and understanding their artificial limitations. A truly internationally-engaged DU has an array of knowledge-learning possibilities for its community.

SAMPLE MOU

Memorandum of Understanding
on Academic Cooperation between

XXX University, City, Country
and
University of Denver, Colorado, USA

The Parties;

XXX University (hereinafter “XXX”); and Colorado Seminary, which owns and operates the University of Denver, (hereinafter “DU”) recognizing the benefits to their respective universities from the establishment of international links, conclude this Memorandum of Understanding (hereinafter: “MoU”).

1. The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two Parties.

2. Each Party agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

2.1) Exchange of academic and administrative staff
2.2) Exchange of students
2.3) Conducting collaborative research projects
2.4) Conducting lectures and organizing symposia
2.5) Exchange of academic information and materials
2.6) Promoting collaboration in fields of mutual interest
2.7) Promoting other academic cooperation as mutually agreed

3. The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between colleges, schools or institutes which carry out the specific projects and will be subject to a separate written agreement. Each Party agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

It is important that the following terminology be present on all legal documents as the proper name of the University of Denver: “Colorado Seminary, which owns and operates, the University of Denver and its [originating department's name]” where the "originating department is the unit that is entering into an agreement with an institution abroad."
4. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.

5. Both Parties agree that prior written approval is required before using the other Party’s name, logo, or other Intellectual Property rights in any advertising or associated publicity.

6. Should the collaborative research activities under this MoU result in any potential for intellectual property, each Party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

7. This MoU may only be amended or modified by a written agreement signed by the representatives of each Party.

8. This MoU is valid for a period of five years from the date of signing by the authorized signatories of each Party. Each Party shall review the status of the MoU at least three months before the end of the five-year period to determine whether it wishes the MoU to continue and, if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.

9. This MoU may, at any time during its period of validity, be terminated by one of the Parties upon prior notice to the other in writing not later than six months before the termination date.

10. The Parties may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each Party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each Party hereby undertakes not to disclose the same to any third Party, save for its professional advisers, without the prior written consent of the other Party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

Signed for and on behalf of XXX University by:

Name:

Position:

Date:

Signed for and on behalf of Colorado Seminary (University of Denver) by:

Name: Gregg Kvistad

Position: Provost and Executive Vice Chancellor

Date:

SAMPLE AGREEMENT

AGREEMENT FOR A STUDENT EXCHANGE PROGRAM BETWEEN UNIVERSITY OF DENVER Denver, Colorado, USA and XXX UNIVERSITY City, Country
This agreement for the mutual support and promotion of student exchanges is entered into between Colorado Seminary, which owns and operates the University of Denver, USA, (hereafter referred to as DU, and XXX University (hereafter referred to as XXX).

Article I - Purpose of the Agreement

The purpose of this agreement is to develop scholarly exchanges between Country and the USA in the shared conviction that such exchanges contribute to international friendship and understanding and promote global awareness among exchange students from the two participating institutions.

Article II - Program Liaison Representatives

Each party will designate an individual to act as program liaison for this exchange program. The program liaison will act as adviser to the students in academic and logistical matters.

Article III - Number of Students to be Exchanged

For the purpose of this agreement, one academic year at XXX equates to three quarters at DU. DU will send one student to XXX annually for one academic year, while XXX may send one year-long student annually (or an equivalent combination of students and quarters that equates to one academic year at DU for one student, for example: three students for one quarter each, or one student for two quarters and one student for one quarter). The total number of year-long student equivalencies the institutions will accept to exchange for the duration of the agreement can be modified upon approval by both offices administering the exchange by the March prior to the academic year of the subsequent exchange.

Article IV - Period of Exchange

For the purpose of this agreement the number of students to be exchanged between XXX and DU shall be scheduled in the following manner:

Academic Year 20YY-20YY: 1 student sent from DU; 1 year-long or equivalent from XXX
Academic Year 20YY-20YY: 1 student sent from DU; 1 year-long or equivalent from XXX
Academic Year 20YY-20YY: balancing year or, if in balance, 1 student sent from DU; 1 year-long or equivalent from XXX

The equivalent of one academic year-long student from each institution (see Article III) will be exchanged each year over each two year period. If an exchange imbalance exists at the end of a two-year period, the imbalance shall be resolved as follows:

a) The imbalance shall be corrected by adjusting the number of students to be exchanged in the third year to bring the exchange back into balance.

b) If after the third year the exchange is still out of balance the two-way exchange aspect of this agreement will be terminated. The party having hosted the larger number of year-long student equivalencies as defined in Article III at that point shall be entitled to rectify the existing imbalance within two years from the date on which the exchange aspect of this agreement is terminated, according to the terms set out in Article III and any addenda regarding the number of year-long students equivalencies to be exchanged each year. This adjustment is limited to sending students to achieve overall exchange balance, no funds will be exchanged and all other aspects of this agreement will remain in force for two years or until final balance is achieved, whichever comes first.

Article V - Degrees Granted at the Host Institution

It is understood that exchange students will continue as candidates for degrees at their home institution, and will not be candidates for degrees at the host institution.
Article VI - Selection of Exchange Candidates

Each exchange student will be selected according to procedures established by the home institution, but each institution agrees to provide applications, transcripts, and other relevant materials for each student selected. The host institution reserves the right to approve all applications.

Article VII - Requisite Language Skills

Each of the parties to this agreement will endeavor to select only exchange students who possess the language skills required for completion of classes they are to take at the host institution during the period of exchange. However, if deemed necessary, the host institution may require exchange students to undertake further language instruction after their arrival.

Article VIII - Regulations of the Host Institution

Exchange students are subject to all regulations, including those regarding admission to the university, conduct, and performance in classes, as required for students in the host institution.

Article IX - Waiver of Tuition

Each host institution agrees to waive the application fee for admission of special student status and waive non-resident (foreign student) tuition. Any health, lab, or other fees required by the host institution or host institution's government will be paid by the exchange student.

Article X - Additional Financial Support

The terms and conditions of any additional financial support, such as scholarships, fellowships, stipends, and assistantships which may be provided to exchange students by either institution, government agencies, or other third parties shall be detailed in separate sub-agreements which shall be appended to this general agreement. In the absence of such sub-agreements, neither institution accepts any additional financial responsibility for students sponsored by the other.

Article XI - Financial Responsibilities of Exchange Students

Exclusive of any additional financial support that may be provided, exchange students will be responsible for all expenses incidental to the exchange, including, but not limited to, travel expenses, miscellaneous fees, room, and board. Each student must also obtain, at their own expense, insurance to cover medical contingencies in the host country.

Article XII - Academic Records

The host institution will provide directly to the home institution a record of the students’ academic performance when those records are requested, whether by the students or the home institution. This academic register must contain the information that is required by the home institution’s country laws and will be signed by the appropriate authority of the host institution.

Article XIII – Immigration Matters

Students participating in the exchange program will be required to have adequate study permits or visas, pursuant to the immigration regulations established in the country where the exchange program is performed.

Article XIV – Legal Provisions and Insurance

Agreement terms and the way that they are terminated must be clear, as must all obligations by each party.

DU students may need sufficient language skills to study at the partner university. Likewise, students coming to DU must have appropriate skills in English as mandated by international admissions for undergraduates and graduate studies and divisions and schools for graduates. All incoming students must take the English Language Placement Assessment upon arrival at DU. Results of the ELPA are strongly encouraged for incoming exchange students, but are not mandatory at this time.
Neither institution shall be liable for the acts of the other, nor shall they be liable for the acts of students participating in academic studies pursuant to this agreement.

Any action brought by either party in a dispute arising out of this agreement shall be brought, in the case of an action brought by XXX in a court of competent jurisdiction in Denver, Colorado, USA under the laws of the State of Colorado, and, in the case of an action brought by DU in a court of competent jurisdiction in City under Country law.

[TO BE USED FOR U.S. PARTNERS] Each party shall maintain at all times during the agreement general liability insurance with minimum limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. Certificate(s) of Insurance shall be provided as evidence thereof within thirty (30) days of execution of this agreement.

[TO BE USED FOR OVERSEAS PARTNERS] Each party agrees to carry and maintain liability and other insurance in amounts sufficient to provide coverage against any claims arising from activities or obligations pursuant to or associated with this Agreement and agree to provide evidence thereof upon request acceptable to the other at least thirty (30) days prior to the start of any exchange student's course of study.

It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this agreement. It is the express intention of the parties that any person other than the parties shall be deemed to be an incidental beneficiary only.

This agreement constitutes the entire agreement between the parties and supersedes all prior discussions and negotiations concerning the subject matter hereof.

[TO BE USED WHEN AGREEMENT IS ALSO IN ANOTHER LANGUAGE] This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

**Article XV - Term and Termination**

This agreement will go into effect on the date it has been signed by both parties and will be in effect for a period of three years. The agreement can be renewed for additional periods by mutual written consent of the parties to the agreement. Both parties reserve the right to terminate this agreement upon written notice given six months prior to the termination date becoming effective.

If this Agreement should terminate in advance, this shall not affect in any way the rights of the students involved in the exchange and the institutions must guarantee the ending of the exchange in the time and manner that was agreed. If either institution at the time of termination of the agreement has received an excess number of students in comparison to students exported to the exchange partner institution, it shall permit additional imports sufficient to redress any imbalance for up to two additional years.

**Article XVI – Administration, Amendments, Notices**

Administration of the Student Exchange Agreement shall be the responsibility of the XXX Office/Department/School/Division at DU and XXX Office/Department/School/Division XXX University. Any additions, changes, or deletions must be approved by these official representatives of both universities. All notices shall be in writing and shall be directed to these individuals as follows:

AT DU:
XXX
Position
XXX Smart Street
Denver, CO 80208    USA

AT XXX:
Name
XXX University
Title
Address
City, Country

APPROVED FOR COLORADO SEMINARY WHICH OWNS AND OPERATES THE UNIVERSITY OF DENVER BY:

____________________________    Date: ________
Gregg Kvistad, Provost and Executive Vice Chancellor

APPROVED FOR XXX UNIVERSITY BY:

____________________________    Date: ________

Note the signing authority, even if the agreement is between two graduate units at the two universities.