

**INSTRUCTIONS FOR USING THE APPROVED  
OAKLAND UNIVERSITY MEMORANDUM OF UNDERSTANDING (MOU)**

The Office of Legal Affairs (“OLA”) has approved the following MOU to be used solely for the purpose of entering into non-binding discussions with institutions of higher education or other entities regarding academic, research and other cooperative opportunities. **The MOU may not be used for any other purpose.** The following conditions apply to use of the MOU:

1. All international MOUs must be requested directly from the Office of Global Engagement <https://www.oakland.edu/global/partnerships/>.
2. OLA must review and approve: (i) any revisions to the standard terms of the MOU; and/or (ii) other proposed agreements resulting from the MOU. Otherwise, an authorized University representative<sup>1</sup> may sign a completed MOU form without prior OLA approval.
3. The person signing the MOU on the University’s behalf is responsible for completing and processing the MOU as set forth in these instructions, and consistent with all other applicable University policies and procedures, before engaging in the institutional partnership. Compliance will be the subject of internal audit.
4. Please contact OLA at Ext. 3110 or [legalaffairs@oakland.edu](mailto:legalaffairs@oakland.edu) if you have any questions regarding these instructions or any proposed MOU.

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<sup>1</sup> If you have questions about whether you are authorized to sign the MOU on the University’s behalf, please consult Policy 410 Contracting and Employment Appointment Authority and Exhibit 1 - Signature Authority Chart found at <https://www.oakland.edu/policies/>

## **MEMORANDUM OF UNDERSTANDING**

*between*

**Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan**

*and*

**, an institution of higher education or other entity located in**

The institutions named above enter into this Memorandum of Understanding (MoU) as of the date of the last signature below to discuss opportunities for academic, research and other cooperative opportunities for their respective faculty, students, staff and employees.

The institutions agree as follows:

1. Institutional representatives will discuss potential opportunities for cooperation in areas that may include, without limitation, the following: undergraduate and graduate student exchanges; faculty exchanges; joint or sponsored research; joint conferences and/or conferences, publications, projects, supervision of doctoral students, and/or academic programs; external funding opportunities; and other areas of mutual interest.
2. This MoU is non-binding, non-exclusive and is intended only as an expression of the institutions' mutual intent to discuss potential opportunities for cooperation. This MoU does not create a contractual relationship of any kind, and shall not be construed to be a contract in any manner whatsoever.
3. The institutions acknowledge and agree that there has been no agreement reached regarding any material or essential term relative to their participation in any potential opportunities that they may discuss.
4. Each institution's actual participation in any potential opportunities will only be effectuated by, and be pursuant and subject to, terms and conditions contained in formal agreement(s) that are acceptable to each institution individually, satisfactory to their respective legal counsel, approved by each institution in accordance with their own policies, and executed and delivered by the institutions' authorized representatives. All such agreements will contain such representations, warranties, covenants and conditions customary and appropriate in similar transactions.
5. The institutions will each bear their own legal, accounting and other expenses in connection with this MoU and any subsequent formal agreement(s).
6. The institutions each reserve the right to discontinue discussions regarding any or all potential opportunities upon oral or written notice at any time and without further obligation or consequence. Either institution may also terminate this MoU, with or without cause, upon 90 calendar days' written notice to the other institution.

7. This MoU may only be amended by a written agreement signed by both institutions' authorized representatives.
8. The institutions' respective presidents, or their designees, will discuss and amicably resolve any disputes arising out of or relating to this MoU.

**Oakland University**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<b>Oakland University Contact:</b>	<b>Contact:</b>
Title:	Title:
Email:	Email:
Phone:	Phone: