

**Memorandum of Understanding**  
**Between**  
**Middlebury Institute of International Studies at Monterey**  
**And**  
**[Other Institution]**

The Middlebury Institute of International Studies at Monterey (MIIS) and [Other Institution], [state rationale for cooperation, e.g. to foster intellectual exchange or research, promote cross-cultural communication and intercultural understanding, etc.], hereby resolve to cooperate as follows:

1. Areas of Cooperation. The two institutions, based upon the principles of mutual benefit and respect for each other's independence, will cooperate by considering the following potential joint or collaborative activities that may further both of their respective educational missions:

- [Exchange of faculty
- Teacher training
- Exchange of academic materials
- Exchange of students
- Co-operation in academic projects for specified areas of development
- Collaborative research and possible exchange of academic papers
- Opportunities for other forms of co-operation]

2. Separate Agreement for each Area of Cooperation or Project. The parties agree that this Memorandum of Understanding is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only an expression and record of the purpose of the parties regarding which the parties will continue to discuss.

The terms of specific areas of cooperation shall be further considered, may be subject to compliance with governmental or accreditation requirements, and must be further negotiated separately between the parties and neither of the parties shall be legally bound until, in each specific case, they have entered into a definitive written agreement that is expressly intended to be legally binding prior to the initiation of any particular activity.

Any specific program will be subject to mutual consent, availability of funds, and approval of both parties.

3. Duration of MOU. This Memorandum of Understanding will be in force for three years from the date of execution hereof unless terminated earlier upon ninety (90) days' written notice by either party. Upon termination of this Memorandum of Understanding, any activities currently underway shall be wound down in a professional manner so as to minimize the disruption of students enrolled in a program.

4. Renewal. This Memorandum of Understanding may be renewed if, after consultation and discussion, both institutions agree in writing to renew.

5. Communications. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For [Other Institution]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For MIIS:

Jill Stoffers, Senior Director of Enrollment Management

460 Pierce Street, Monterey, CA 93940

Tel: 831-647-6571; Fax: 831-647-4188 [jill.stoffers@miis.edu](mailto:jill.stoffers@miis.edu).

6. General.

- a. Notices. Notices that are required to be given in writing under this Agreement shall be delivered (1) by first-class mail, postage prepaid; (2) in person with documentation of acceptance; (3) by overnight delivery with confirmation of delivery; (4) by facsimile followed by a mailing by first-class mail, postage prepaid; or (5) by email followed by a mailing by first-class mail, postage prepaid. Notices shall be addressed to the person at the address set forth above or such other person and address a party subsequently specifies in writing to the other party. Notices will become effective on receipt.
- b. Publicity; No Use of Names. Neither party may publicly disclose this Agreement or information with respect to activities contemplated herein without the prior written consent of the other party. Neither party may use the names, emblem, or logos of the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.
- c. Assignment. Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.
- d. Nondiscrimination. Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this Agreement.
- e. Waiver. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- f. Invalid Provision. In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

- g. Relationship between the Parties. Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.
- h. Entire Agreement; Modifications. The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein. The Parties may modify this Agreement only by mutual written agreement.
- i. Counterparts. This Agreement may be executed in duplicate and each original shall be equally effective.

In witness whereof, the parties have caused their duly authorized agents to execute this Agreement.

**The President and Fellows of Middlebury College  
d/b/a The Middlebury Institute of International  
Studies at Monterey**

**[Other Institution]**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_