## **INTERNATIONAL**

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING**, entered into this 28<sup>th</sup>, day of May, 2014, by and between Rochester Institute of Technology (RIT), Rochester, New York, U.S.A. and the University of Rijeka, Rijeka, Republic of Croatia.

## WITNESSETH THAT:

The University of Rijeka, a Croatian National University, operated under the authority of the Croatian Ministry of Science, Education and Sports, awards degrees in a variety of fields and disciplines in accordance with Croatian and European standards for excellence in higher education.

RIT, a New York not-for-profit educational institution chartered by the Board of Regents, New York State Education Department, awards degrees in a variety of fields and disciplines in accordance with the standards imposed by RIT, the State of New York, and the Middle States Association of Colleges and Schools ("Middle States").

WHEREAS, RIT and the University of Rijeka desire to mutually promote the enrichment of their teaching, learning, research, innovation, discovery and global outreach missions; and

WHEREAS, RIT and the University of Rijeka desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, RIT and the University of Rijeka desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

I. Scope of the memorandum of understanding - To enhance mutual understanding and promote academic collaboration and cooperation, the University of Rijeka and RIT (the "Parties") agree to collaborate on the development of initiatives of mutual interest. The linkages established through this Memorandum of Understanding ("MOU") recognize the inherent quality and value each partner offers and the synergy that can be created by such cooperative endeavors. This collaboration will strengthen cultural, educational, and research ties to the mutual benefit of both parties.

Each Party of this MOU is committed to developing knowledge of the educational resources and research opportunities existing at the respective sites.

The MOU shall include, but not be limited to, the following types of collaboration:

- A. Short and long-term teaching and seminar development, and other forms of faculty collaboration. The specifics of faculty exchange will be outlined in a separate protocol document related to faculty exchange and collaboration.
- B. Undergraduate and Graduate Student partnership programs, including degree programs, student exchange, study abroad and other forms of collaboration which enable student participation in academic programs at the partner institution. The specifics of the graduate and undergraduate partnership programs will be outlined in separate protocol documents.
- C. Collaborative Research, Discovery, Innovation, Learning and Teaching, and other scholarly activities as outlined in separate appropriate protocol document(s).
- D. Other mutually agreed educational programs
- II. Period of MOU This MOU shall be effective upon the date of signature and will remain in force for a period of five years. Prior to the expiration date, this agreement may be reviewed for possible renewal for a further five-year period. In addition, either university may terminate the agreement in advance of its normal expiration date by providing the other university with one year prior notice. In this case, personnel already participating in the exchange shall serve out their terms under the conditions specified at the time of their appointment.
- III. Activities Under This Agreement It is expected that activities taking place under this MOU will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.
- V. Planning and Management of Activities Each distinct collaboration program or activity will be described in a separate protocol document drawn up jointly by the collaborating units, and signed by the heads of these units. Such documents will specify the names of those individuals on each campus responsible for the implementation of the program. For RIT these protocol documents must also be approved through the University's defined administrative procedures and signed by the designated administrative units.
- VI. Funding of Activities Protocol documents developed under this MOU should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VII. Nondiscrimination RIT and the University of Rijeka agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded

from participation under the terms of this MOU.

- VIII. Modification The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. Agreement in Good Faith -- Since this MOU constitutes a declaration of intent, this MOU should not be understood as creating a legal or financial tie between these universities. The Parties agree to negotiate in good faith the subsequent, additional operating and licensing agreements referenced in this MOU. Neither Party shall be obligated to execute such subsequent agreement nor will the failure to mutually agree be deemed a breach of the Parties' obligation to negotiate in good faith.

IN WITNESS WHEREOF, Rochester Institute of Technology and the University of Rijeka have executed this memorandum as of the date first above written.

CSigning for the University of Rijeka

Prof. Pero Lučin. M.D. Ph.D.

Rektor

University of Rijeka

Rijeka, Republic of Croatia

24.01. 2014.

Date

Signing for Rochester Institute of Technology

Jeremy Haefner, Ph.D.

Provost and Senior Vice President for Academic Affairs

Rochester Institute of Technology

Rochester, New York (USA)

Date

5/28/14