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INTERNATIONAL UNIT AFFILIATION AGREEMENT

BETWEEN

[Insert name of Institution; and name of Program, Department, School or Unit]
AT _____

AND

[Insert Program, Department, School or Unit
name]

This International Unit Affiliation Agreement (IUAA) is entered into effective as of the date of last signature below (“the Effective Date”) by and between [redacted] (hereafter referred to as “Affiliate”) and institution 2 on behalf of [redacted] [insert Program, Department, School or Unit name] located at its _____ campus (hereafter referred to as “(Institution)”).

RECITALS:

WHEREAS, each party wishes to expand the basis for friendship and collaborative research and educational exchange between scholars at Affiliate and scholars at (Institution) , not for remuneration, payment or salary but for these scholars’ academic, scientific and research purposes; and

WHEREAS, the parties each have as one of their objectives to provide directly or in collaboration with other institutions of higher learning facilities for University education, including technological and professional education and research; and discovery and transmission of knowledge and the stimulation of life and cultural development of their respective countries; and

WHEREAS, both Affiliate and (Institution) , in an effort to achieve their objectives, desire to collaborate in research, scientific and professional training, and in academic staff, faculty, and student exchange with a view to deriving mutual benefit from scholarly interaction, co-operative research and other forms of academic collaboration based on mutual understanding, reciprocity and partnership; and

WHEREAS, the two parties understand and acknowledge that certain areas of the academic collaboration between the parties, including without limitation any scholarly exchange and clinical activities, training, joint research activities, and joint faculty appointments will be governed by and subject to the terms of a separate written agreement to be executed by both parties, as set forth hereinafter;

WHEREAS, the two parties possess certain skills and technologies that can aid in achieving the objectives described herein.

NOW THEREFORE, the two parties hereby agree as follows:

ARTICLE 1: AREAS OF COLLABORATION (hereafter “Collaboration”)

1.1. Where feasible and consistent with their respective mandates and applicable policies and regulations, the parties shall work together to identify opportunities to promote

1 (Institution) _____

- 57 cooperative research efforts and training of qualified biomedical investigators, clinicians,
58 and research administrators in the following areas and under the terms and conditions
59 outlined in separate addenda, with each opportunity for collaboration subject to mutual
60 agreement of the parties:
61
62 A. Scholarly Exchange: In furtherance of the stated Collaboration both parties agree to
63 identify opportunities to exchange faculty, expertise and skills and, to the extent
64 possible and consistent with the rights of any third parties, to exchange knowledge,
65 data, information, materials and technologies. All exchanges will be done in
66 accordance with both parties' policies, procedures and regulations. If scholarly
67 exchange is anticipated, a separate agreement will detail the faculty educational
68 activities. (See Addendum A: International Individual Faculty Educational Work
69 Agreement)
70
71 B. Training: Consistent with Articles herein, the parties shall collaborate to facilitate the
72 training of dental, medical, nursing, pharmacy, physical therapy, clinical psychology,
73 and other life-sciences students, graduate students, fellows, and resident physicians
74 (hereafter "Trainees") from either institution. In the event that Affiliate sends Trainees
75 to (Institution) shall provide appropriate supervision and a mentor who will be
76 assigned to act as on-site advisor for Affiliate Trainees. In the event that
77 (Institution) sends Trainees to Affiliate, Affiliate shall provide appropriate
78 supervision and a mentor who will be assigned to act as on-site advisor for
79 (Institution) Trainees. If collaboration in training is anticipated, a separate
80 agreement will detail the training activities. (See in Addendum: International
81 Training Affiliation Agreement for (Institution) Trainees; International Training
82 Affiliation Agreement for Affiliate Trainees; International Individual Trainee
83 Work Agreement and International Letter of Agreement (LOA)-GME. Outgoing.
84 Sample)
85
86 C. Joint Research Activities: The parties agree to collaborate in joint research activities,
87 subject to the availability of funds and other forms of support that may be required for
88 such activities; and subject to applicable laws, regulations and institutional policies. If
89 joint research activities are anticipated, separate agreement are required for joint
90 research activities.
91
92 D. Joint Faculty Appointments: When feasible and applicable, there may be mutual
93 recognition through appropriate appointment of faculty from either Affiliate or
94 (Institution) as part of joint research activities and scholarly exchanges. Such
95 appointments shall not carry any form of remuneration and shall be subject
96 to the appointment procedures of the institution for which such an appointment
97 without salary is sought.
98
99 E. Governance/Collaboration: The Affiliation may decide to be under the direction of a
100 joint Coordinating Committee, with the membership to be made up of appointed
101 members from both parties, and the structure (number and type of members, meeting
102 schedule, structure for oversight and decision making) will be determined by joint
103 agreement. Details for the current Leadership Committee may be specified in an
104 Addendum B (International Affiliation Coordinating Committee Agreement). The
105 purpose of this Committee will be advisory to both signers of this IUAA agreement
106 charged with decisions related to scholarly exchange, training, research
107 collaborations, project development, shared space and in-country presence at the
108 site of both parties contemplated under this collaboration are included as
109 addenda.
110

111 **ARTICLE 2: OBLIGATIONS**

112
113 2.1 Where consistent with applicable laws and subject to the parties' respective
114 policies, procedures, and institutional obligations, Affiliate and (Institution) may jointly
115 solicit for funds (including donor funds, research grants, contributions, subscriptions
116 and such related funds), for the purpose of realizing any or all the objectives of this
117 affiliation agreement.

118 2.2.
119 Unless otherwise agreed upon in writing, the parties shall bear their respective cost
120 of implementing and administering the Collaboration.

121 2.3.
122 Upon the expiration of any particular research or other sponsored project, ownership of
123 any facility or equipment constructed or acquired in the course of the Collaboration
124 with funds jointly solicited by the parties for that research project (hereafter "Property"),
125 shall reside with the institution that is the site of the project for which the
126 Property was constructed or purchased, unless otherwise specified by the project
127 sponsor or by the parties in writing in a separate written agreement. At such
128 expiration, the party whose institution is not the site of the project disclaims all right, title
129 and interest in the Property; PROVIDED, however, that subject to a separate agreement
130 between Affiliate and (Institution) , the party whose institution is not the site of the
131 project may be allowed the use of and access to such Property.

132 2.4.
133 The parties shall have the right to make and enforce rules and costing policies (facilities
134 and administrative costs) governing the use of their respective facilities, including but not
135 limited to, laboratories, library and workshops, including any facilities that are used for
136 conduct of any of the functions of the Collaboration.

137 2.5.
138 Affiliate shall have the right, for good cause and after consultation with (Institution) , to
139 prohibit further attendance at Affiliate of any (Institution) academic staff or faculty;
140 provided, however, that Affiliate will not take any action against a (Institution) academic
141 staff or faculty, which is arbitrary or capricious. Notwithstanding the above,
142 (Institution) shall be responsible for the discipline of (Institution) academic staff
143 and faculty in accordance with its policies and procedures. Affiliate agrees to
144 cooperate with (Institution) in the investigation of facts that may serve as a basis for
145 taking any disciplinary or academic action against a (Institution) academic staff or
146 faculty.

147
148 (Institution) shall have the right, for good cause and after consultation with Affiliate, to
149 prohibit further attendance at (Institution) of any Affiliate academic staff or faculty;
150 provided, however, that (Institution) will not take any action against an Affiliate academic
151 staff or faculty, which is arbitrary or capricious. Notwithstanding the above, Affiliate
152 shall be responsible for the discipline of Affiliate academic staff and faculty in
153 accordance with its policies and procedures. (Institution) agrees to cooperate with
154 Affiliate in the investigation of facts that may serve as a basis for taking any
155 disciplinary or academic action against an Affiliate academic staff or faculty.

155 **ARTICLE 3: PATENTS**

156
157 3.1 Disclosure, Inventorship and Ownership: Affiliate and (Institution) shall promptly
158 disclose to each other, in the form of a written, confidential invention disclosure,
159 any potentially patentable discoveries or inventions conceived and reduced to
160 practice during and related to the Collaboration. Inventorship shall be determined
161 according to the patent laws of the country in which a patent application is filed.
162 Ownership will follow inventorship. Each party shall own its undivided interest in joint
163 inventions; each party shall solely own its sole inventions.

164
165 3.2 Management: If Affiliate and (Institution) are determined (according to the patent laws
166 of the country in which a patent application is filed) to be joint inventors on a patent
application,

3

(Institution) _____ - _____
International Unit Affiliation Agreement (IUAA)

167 the parties will then discuss securing intellectual property rights to protect potentially
168 patentable inventions, and determine how expenses and revenue will be shared for the
169 joint invention, and which party will take the lead in patenting and commercializing the
170 joint invention. The parties may choose to record such an arrangement in a written inter-
171 institutional agreement at that time. The lead party will keep the other party informed and
172 involved in decision-making regarding the patenting and commercialization activities of
173 the joint invention. Sole inventions shall be solely managed by the sole owner, with no
174 obligation to share information or revenue.
175

176 3.3 Reservation of Rights: Affiliate and (Institution) shall reserve the right to use joint
177 inventions (conceived and reduced to practice under the Collaboration by both Affiliate
178 and (Institution) inventors) for educational and research purposes, both within the
179 Collaboration and in institutional activities not related to the Collaboration.
180

181 **ARTICLE 4: BIOLOGICAL MATERIALS**

182 In the event of a transfer of biological materials, a separate material transfer agreement (MTA)
183 will be required in accordance with applicable law and each Party's policies and procedures.
184

185 **ARTICLE 5: PUBLICATIONS**

186
187
188 5.1 Each party agrees to provide the other party with an advance courtesy copy of any
189 publications in which either party might have an interest that is related to the
190 Collaboration. The advance copy will be provided at least thirty (30) days in advance of
191 the intended publication date or fifteen (15) days for abstracts ("Advance Publication
192 Notice"). Under no circumstances may a publication be delayed for more than a total of
193 ninety (90) days.
194

195 5.2 In all activities, publications and/or seminar presentations jointly undertaken or arising
196 from or pursuant to the Collaboration, both parties must be acknowledged, provided that
197 both parties have materially contributed to the activity, publication and/or seminar
198 presentation at issue. Such acknowledgement may include, in accordance with Article 6,
199 but will not be limited to display in equal prominence of the full names and symbols
200 and/or logos of both parties on all materials. Similarly, the faculty and staff from each
201 party who have been involved in activities resulting in publication shall be acknowledged
202 according to the conventions for attribution of academic or research contribution.
203

204 **ARTICLE 6: USE OF NAME AND MARKETING**

205 6.1 Neither party will use the name of the other or its employees, either expressly or by
206 implication, in internet or press releases, marketing materials, any publicity, solicitation or
207 advertisement without the express written approval of an authorized representative of the
208 other party to this Agreement.

209 6.2 Neither party shall advertise or use any of each other's faculty names in any marketing
210 materials without prior written consent.

211 **ARTICLE 7: JOINT APPOINTMENTS**

212 Where appropriate and consistent with each other's policies and procedures (including faculty
213 appointment procedures), Affiliate and (Institution) may offer without salary volunteer faculty
214 appointments to those qualified (Institution) and Affiliate faculty who are visiting the other's site(s) in
215 connection with the activities under this Collaboration.

216 **ARTICLE 8: INDEMNIFICATION; MUTUAL ASSISTANCE IN DEFENSE OF ANY CLAIMS;**
217 **MUTUAL ASSISTANCE RELATING TO CUSTOMS RESTRICTIONS**

219 8.1 Indemnification by Affiliate: Affiliate shall defend, indemnify and hold (Institution)
220 faculty, its officers, employees and agents harmless from and against any and all liability,
221 loss, expense, (including reasonable attorneys' fees), or claims for injury or damages
222 arising out of the performance of this affiliation agreement, but only in proportion to and to
223 the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are
224 caused by or result from the negligent or intentional acts or omissions of Affiliate, its
225 faculty, officers, employees, or agents.

226 8.2 Indemnification by (Institution) shall defend, indemnify and hold Affiliate, Affiliate
227 faculty, its officers, employees and agents harmless from and against any and all liability,
228 loss, expense (including reasonable attorneys' fees), or claims for injury or damages
229 arising out of the performance of this affiliation agreement, but only in proportion to and to
230 the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are
231 caused by or result from the negligent or intentional acts or omissions of
232 (Institution) , its faculty, officers, employees, or agents.

233 8.3 In the event of any litigation or other claims brought against (Institution) , Affiliate or
234 their employees, faculty or trainees that relates to the Collaboration, the parties shall use
235 their best efforts to assist one another in in the resolution of such litigation or claims,
236 including promptly assisting one another in the investigation of any facts or the
237 identification of any witnesses as may be needed for such resolution.

238 8.4 The parties shall assist one another in all reasonable efforts to secure exemptions or
239 immunities relating to taxes and fees for the importation, exportation, lease or purchase
240 of any equipment, or for the obtaining of physical plant construction or renovation, that
241 may be related to the Collaboration. This shall include reasonable efforts to secure
242 exemption from any pre-shipment inspection requirements.

243 **ARTICLE 9: CONFIDENTIAL INFORMATION; CONFIDENTIAL PATIENT AND RESEARCH**
244 **SUBJECT INFORMATION**

245 9.1 Both parties agree not to disclose information that is marked confidential ("Confidential
246 Information") except on a need to know basis to persons subject to confidentiality
247 obligations (or with the consent of the disclosing partner for Confidential Information); not
248 to use the Confidential Information except for purposes contemplated by this affiliation
249 agreement and use their reasonable efforts to prevent disclosure of Confidential
250 Information to third parties. In the event that Confidential Information is exchanged it
251 must be clearly marked as such. If the exchange is oral, the Confidential Information
252 must be reduced to writing within thirty (30) days of disclosure by the disclosing party and
253 provided to both parties. These obligations of nondisclosure and nonuse do not apply to
254 any Confidential Information that, to the extent that a party can demonstrate by reliable
255 written evidence (i) was generally available to the public at the time of disclosure to the
256 party; (ii) was already in possession of the party at the time of the disclosure, other than
257 pursuant to confidential disclosure agreement between the parties and not due to any
258 unauthorized act by the party; (iii) was developed by the party prior to the disclosure; or
259 (iv) the party is required by law to disclose, in which case the receiving party will notify
260 the disclosing party and take all reasonable steps to further limit disclosure.

261 9.2 Each party agrees not to do or omit to do anything which might prejudice the filing of
262 patent applications, including (but not limited to) using, publishing, disclosing or making
263 available to the public anywhere in the world, whether in writing or orally, and whether in
264 whole or in any part any invention and/or Confidential Information.

265 9.3 Each party agrees to maintain as confidential, consistent with all applicable laws,
266 regulations, institutional policies and procedures, and professional standards and
267 obligations, all medical and mental health information that is identifiable to any
268 specific patient, research subject, or their family members. (Institution) and Affiliate
269 agree to train all of their Trainees in these obligations, which shall extend to all
270 such Trainees. The obligation of this paragraph does not prevent the use in
271 educational settings of patient information from which all reasonably identifiable
information has been removed.

272 **ARTICLE 10: HUMAN AND ANIMAL SUBJECTS IN RESEARCH PROJECTS**

273 Both parties agree that adequate safeguards shall be taken whenever using human or animal
274 subjects in research, consistent with applicable laws and policies regarding the use of human and
275 animal subjects, including an institutional review committee, research ethics board, or animal care
276 and use committee composed of members with varying backgrounds who will perform a complete
277 and adequate review of projects involving the use of such subjects. Informed consent shall be
278 obtained in accordance with national laws and regulations, international research standards, and
279 accepted guidelines on good research practices and ethics. Each party will assist the other in
280 obtaining any necessary government approvals or permissions for any research that is related to
281 the Collaboration, and each party shall, to the extent necessary for the legal conduct of such
282 projects, comply with the laws and regulations of the other party's country.

284 **ARTICLE 11: INSURANCE**

285
286 Concerning its activities in connection with this collaboration, each party represents and warrants
287 that it maintains comprehensive general (aka public) liability insurance, as well as professional
288 liability insurance, or equivalent coverage, if specified by local laws or regulations, to meet its
289 indemnification and other liability obligations described in this agreement. The Parties will furnish
290 to each other a certificate evidencing such insurance upon written request.

292 **ARTICLE 12: SERVICES**

293
294 The parties hereby acknowledge that this Agreement is not exclusive, and that each party may
295 freely contract with any other person, firm or entity concerning the subject matter hereof.

297 **ARTICLE 13: PREPARATION AND REVIEW OF RESEARCH PROPOSALS; 298 IMPLEMENTATION REQUIREMENTS FOR SPONSORED PROJECTS**

300 13.1 In the implementation of the objectives of the Collaboration, Affiliate and (Institution)
301 shall, where feasible, jointly prepare proposals for submission to funding agencies
302 or other funding sources ("Funding Proposals"). This section is also subject to the
303 requirements of the organization that is providing the funding.

305 13.2 When grants, contracts or other financial support has been received by either party in
306 support of the Collaboration, then each party shall assure that in its receipt and
307 expenditures of the funds received, all applicable grant and contract restrictions
308 and requirements are respected. Affiliate and (Institution) will negotiate all terms and
309 conditions in a separate agreement.

311 13.3 In the event that Affiliate and (Institution) wish to enter into a collaboration for
312 nonsponsored research projects, a written separate agreement shall be required.
313 (Unfunded Research Collaboration Agreement, available from the (Institution) Office of
314 Sponsored Research)

315 **ARTICLE 14: AUDITS AND RECORDS**

316
317 (Institution) and Affiliate each reserve the right, upon written request, to examine and/or audit any and
318 all records and documents under this affiliation consistent with applicable laws and policies and/
or

319 procedures. This includes, but is not limited to accounting records including all receipts,
320 expenditures, transfers, gifts received, or other accounting transactions with supporting
321 documentation pertaining to effort related to work conducted under this affiliation consistent with
322 applicable laws and University policies.

323

324 **ARTICLE 15: COMPLIANCE WITH LAWS**

325

326 (Institution) and Affiliate agree to abide by all applicable laws, regulations, policies and guidelines
327 governing all activities undertaken pursuant to this agreement.

328

329 **ARTICLE 16: DISPUTES**

330

331 In the event of any dispute arising between Affiliate and (Institution) in relation to this Collaboration or
332 concerning the meaning of this affiliation agreement or the rights and liabilities of the parties
333 hereto, the aggrieved party shall serve written notice upon the other party regarding the existence
334 of a dispute, whereupon the matter shall be submitted to a non-binding decision of a single
335 arbitrator, agreed upon by the parties. Unless the parties cannot reach agreement regarding the
336 appointment of an arbitrator within sixty (60) days from the date of service of written notice of the
337 dispute, said arbitration shall be a condition precedent to any action at law.

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339 **ARTICLE 17: FORCE MAJEURE**

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341 Either party shall promptly notify the other party, in writing, of any situation or event arising from
342 circumstances beyond its control, which it could not have reasonably foreseen, and which make
343 the performance of all or part of the parties' obligations under this contract impossible (the "Force
344 Majeure"). Upon notification of the occurrence of such a situation or event, the performance of
345 this contract shall be deemed to be postponed for a period of time equivalent to that caused by
346 the Force Majeure, and a reasonable period not exceeding one (1) week thereafter shall be
347 allowed for re-mobilization to continue the performance of the contract.

348

349 **ARTICLE 18: REVIEW AND AMENDMENTS**

350

351 This affiliation agreement may be reviewed and/or amended from time to time with any changes
352 to be effective on mutual written agreement as need may arise; and all such mutual agreements
353 shall be Amendments to this affiliation agreement.

354

355 **ARTICLE 19: DURATION OF THE AFFILIATION**

356

357 This affiliation agreement will come into force on the date of its signature by both parties and will
358 be valid for a period of five years from that date, but may be renewed for a further period in
359 writing and on terms to be agreed by both parties.

360

361 **ARTICLE 20: TERMINATION**

362

363 Either party may terminate this affiliation agreement for any reason by giving at least ninety (90)
364 days notice in writing to the other institution provided that the parties shall, in any event of
365 termination under this section, cooperate to ensure that programs then in place are terminated in
366 a manner that is not likely to cause harm to third parties and provided that the parties consult at
367 the time that notice of termination is served on the non-terminating party.

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369 **ARTICLE 21: NOTICES**

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371 A copy of this signed agreement, as well as any notice given pursuant to this Agreement, will be
372 written and sent to the following addresses:

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[Insert Unit contact name and address]

AFFILIATE _____
[Insert affiliate contact name and address]

ARTICLE 22. ENTIRE AFFILIATION AGREEMENT

- 22.1 This affiliation agreement embodies the understanding and agreement between the two parties with respect to the subject matter contained herein, and any prior or contemporaneous representations, either oral or written are hereby superseded. No amendment, changes to, waivers or termination of this affiliation agreement (including without limitations, changes in the statement of work, total estimated cost, and period of performance) shall be effective unless made in writing and signed and delivered by authorized representatives of the two parties. In the event of a conflict between the terms of this affiliation agreement and the terms of any separate agreement described hereinabove, the terms of such separate agreement shall control.
- 22.2 Notwithstanding the foregoing, the parties shall mutually consult with a view to ensuring that the terms of any sponsored agreements that are in place as of the date of this affiliation agreement are not breached as a result of the foregoing terms.

ARTICLE 23: STATUS OF THE PARTIES

- 23.1 It is the express intention of the parties that their legal status to each other shall be that of independent contractors; thus constituting neither a partnership, joint venture nor cost-sharing arrangement. (Institution) shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its (Institution) faculty and/or staff in connection with services provided under this Collaboration. Affiliate shall be solely responsible for paying or withholding all relevant taxes arising from the compensation

429 paid to its Affiliate faculty and/or staff in connection with services provided under this
430 Collaboration.

431
432 23.2 (Institution) shall be solely responsible for all other governmental requirements
433 applicable to (Institution) and its employees arising out of their employment
434 relationship, and for all requirements applicable to (Institution) and its Trainees
435 arising out of their educational relationship. Affiliate shall be solely responsible for all
436 other governmental requirements applicable to Affiliate and its employees arising out of
437 their employment relationship, and for all requirements applicable to Affiliate and its
438 Trainees arising out of their educational relationship.

439
440 23.3 Affiliate Trainees and employees shall have no claim under this affiliation agreement,
441 or otherwise, against (Institution) for workers' compensation, unemployment
442 compensation, vacation pay, sick leave, retirement benefits, Social Security benefits,
443 disability insurance benefits, unemployment insurance benefits, or any other employee
444 benefits, all of which shall be, to the extent applicable, the sole responsibility of Affiliate.

445
446 23.4 (Institution) Trainees and employees shall have no claim under this affiliation
447 agreement, or otherwise, against Affiliate for workers' compensation, unemployment
448 compensation, vacation pay, sick leave, retirement benefits, Social Security benefits,
449 disability insurance benefits, unemployment insurance benefits, or any other employee
450 benefits, all of which shall be, to the extent applicable, the sole responsibility of
451 (Institution) .

452 23.5 Neither party shall have any right to bind or obligate the other party in any way nor shall it
453 represent that it has any right to do so.

454
455

456 **IN WITNESS, WHEREOF**, intending to be legally bound, each Party has caused this affiliation
457 agreement to be signed by its duly authorized officer as of the day and year written below.

458
459

If changes made, final review has been completed.

460
461

	Name: _____
Signature/Date	Office of Sponsored Research (OSR), (Institution)

462
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466
467 I check this box to attest no changes made to this document and sign:

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Signature/Date	Signature/Date
(Institution) Dean or Delegate	Affiliate
_____ (name)	_____ (name)
_____ (title)	_____ (title)
_____ (address)	_____ (address)
_____ (phone)	_____ (phone)
_____ (email)	_____ (email)

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