

International Links Policy

Category:	International
Last Modified:	December 2012
Review Date:	December 2013
Approved By:	Deputy Vice-Chancellor
Contact Person:	International Relationships Director, Extn 6577

Introduction:

The University of Canterbury has a wide variety of links with overseas tertiary institutions and research centres. These agreements need to be first formalised by a non-binding Memorandum of Understanding (MOU) with the relevant institution. MOUs are designed to facilitate research cooperation, cooperative programmes, student and staff exchanges and the enhancement of the reciprocating parties' international reputations. Once a MOU has been formalised with a partner institution, specific cooperative activities need to be outlined in a Memorandum of Agreement (MOA), which, depending on the content, may be a binding document. In some cases, a Letter of Intent (LOI) or Letter of Agreement (LOA) may be a more appropriate document for the international link.

Policy Statement:

The University of Canterbury (UC) should pursue and respond to requests for links with overseas institutions only when these are in line with UC's Internationalisation Strategy. Such links should therefore advance UC's strategic objectives, while at the same time minimising financial and reputational risk to the University. In order to ensure that MOUs and other international links continue to operate effectively and to the benefit of the UC, they should be reviewed on an annual basis. The normal period of currency for a university to university agreement is three years.

Procedures:

Where a request is received to establish a formal link with an overseas institution, the following procedures should be followed:

1. A UC member of staff seeking to initiate a proposal for a formal link will, in the first instance, discuss the matter with the relevant Head of Department or School to determine

whether or not a Memorandum of Understanding (MOU) should be signed with the target institution.

2. If the Head of Department or School agrees that the proposal should be further advanced, the following documents should be presented to the appropriate Pro-Vice-Chancellor for approval:
 - Background Information form on the targeted partner institution, including an overview of the initial specific programme to be developed (articulation, dual degree, etc).
 - Proposed MOU outlining institutional and Quality Assurance requirements
3. These documents are forwarded to the International Relationships Office (IRO) to be sent to SMT for informational purposes and then to SMTi for recommendation and approval.
4. SMTi will determine:
 - whether Quality Assurance requirements have been adequately accounted for
 - the consistency of the proposal with UC's strategic objectives;
 - whether there are any resource implications and, if so, their nature and extent;
 - the practical steps that will be undertaken to develop and maintain the linkage;
 - whether the proposed relationship will have any potential adverse impact on UC's reputation, in which case a Letter of Intent may be recommended; and
 - whether a failure to enter into a proposed relationship will have negative consequences for UC.
5. On the basis of its deliberations, SMTi will make an appropriate recommendation to the Vice-Chancellor. If approved, the MOU will be signed by the Vice-Chancellor and returned to the International Relationships Office for signing by the partner institution.
6. Once an institutional MOU is signed by both institutions, the initiating UC College/Unit may then begin discussions for a specific programme or activity which would be documented in an MOA with the newly approved partner and reviewed in the same manner as the MOU, by SMT and SMTi.
7. Where the initiative for a direct formal link originates from an overseas institution, the International Relationships Office will consider the request and forward it to the appropriate College(s) or Department(s) as appropriate, to see if there is interest from a UC staff member or unit to begin the process to initiate an MOU as above.
8. The International Relationships Director, in consultation with the SMTi, will initiate and conduct an annual review of the University's international links to ensure that they continue to be current, active and remain consistent with the criteria outlined in step 4 above.
9. It is the responsibility of the International Relationships Office to maintain a register of all links between UC and overseas institutions. The register will be updated on an on-going basis.

Related Policies, Procedures and Forms:

- [International Plan](#)
- [Student Exchange Agreements: Policy and Procedures](#)

Appendices:

- Appendix One: Background Information for a Proposed UC Memorandum of Understanding (MOU)
- Appendix Two: Template for UC International Non-binding Memorandum of Understanding (MOU)
- Appendix Three: Template for UC International Memorandum of Agreement (MOA)
- Appendix Four: Template for UC International Letter of Agreement (LOA)
- Appendix Five: Template for UC International Letter of Intent (LOI)

Notes:

1. For additional information about International Students, see the University of Canterbury website <http://www.canterbury.ac.nz/intstud/?s=home>

Version Control Table		
Action	Approval Body	Date Amended
Full Review	PVC International	15 July 2008
Roll Over	AVC, Student Services	21 July 2009
Rolled for review in April 2012	AVC, Student Services	01 March 2012
Full Review	DVC	06 December 2012

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Appendix One

Background Information for a Proposed University of
Canterbury
Memorandum of Understanding (MOU)

University of Canterbury
 Proposal for New Memorandum of Understanding (MOU)
 with
[insert proposed institution name here]

Introduction

Every UC MOU must be approved and signed by the Vice-Chancellor after being reviewed by SMT and SMTi. The first step to establishing a non-binding MOU with an institutional partner is to prepare this document as thoroughly as possible and discuss it with the dept/unit Pro-Vice-Chancellor and the Director of the International Relationships Office (IRO). Once signed off by the appropriate PVC forward this document to the IRO and it will then be presented to SMT and SMTi for review and approval. The UC International Links Policy should be read in conjunction with this form.

1. Is the proposed MOU in the standard University of Canterbury format? If No, why not?
<i>[text here]</i>
2. Is the new proposed partner a University?
<i>[text here]</i>
3. If a University, list most recent placement in the following surveys: <ul style="list-style-type: none"> - QS (www.topuniversities.com) - Times (THES) (www.timeshighereducation.co.uk) - Shanghai Jiaotong (www.arwu.org) - Any other considered to be important or relevant, if any, such as research specific surveys, specific areas of study, etc.
<i>[text here]</i>
4. If the proposed partner is not a University: <ul style="list-style-type: none"> - What is the nature of their business? - Describe the international/national standing of the organisation.
<i>[text here]</i>
5. List any other current academic partners of the proposed organisation, if any.
<i>[text here]</i>
6. Will the proposed partner be using our logo in their promotional material including

websites?
<i>[text here]</i>
7. Describe the benefit to the University of Canterbury of the new partnership. Briefly outline any Memoranda of Agreement (MOA) that the department/unit is considering establishing should this MOU be approved.
<i>[text here]</i>

Staff Member Initiating MOU Proposal

Name: _____

Department/Unit: _____

Signed: _____

Date: _____

PVC Approval of MOU Proposal

Name: _____

College/Unit: _____

Signed: _____

Date: _____

Appendix Two

Template for a University of Canterbury Non-binding Memorandum of Understanding (MOU)

Memorandum of Understanding (MOU)

1. An MOU is the overarching agreement governing the relationship between two institutions. An MOU must be signed before more specific Memoranda of Agreements (MOA's) are to be established between the two institutions.
2. An MOU is to be established at a University to University level (or Institution to Institution level) and not as College to College, School to School or Department to Department level.

Steps for Processing an International Non-binding MOU

1. Potential partner identified by UC dept/unit.
2. Initiating dept/unit obtains and completes MOU proposal form from International Relationships Office (IRO): "Proposal Form for New UC MOU".
3. Approval of proposal at the College-level (PVC sign-off). Initiating dept/unit prepares MOU document "Template for UC MOU" and sends to IRO.
4. IRO sends proposal and MOU to SMT for information and comment. (allow one week)
5. IRO sends proposal and MOU to SMTi for final approval. (allow one week)
6. If approved, IRO arranges for MOU to be signed by UC Vice-Chancellor and partner, either electronically or in person.
7. MOU with both signatures sent to IRO from dept/unit/partner. IRO archives in UC database(s), UC Info & Records and IRO share-point site.
8. UC dept/unit may now collaborate with partner on MOA using "Template for MOA" as a foundation and examples from the IRO share-point site.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF CANTERBURY

AND

PARTNER

University of Canterbury, located in Christchurch, New Zealand and Partner University, located in City, Country, (“the Parties”)

Recognizing their common interests in many academic and educational fields,

Valuing institutional cooperation, and

Wanting to promote such cooperation in a more structured fashion

Agree as follows:

ARTICLE I OBJECTIVES

The objective of this Memorandum of Understanding (“MOU”) is to outline the understandings on which Partner and the University of Canterbury will develop and carry out collaborative activities.

ARTICLE II SCOPE OF ACTIVITIES

The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:

1. exchange of scholarly publications and information
2. exchange of faculty, staff, and graduate students
3. development of collaborative research programs or projects of mutual interest
4. discussion of academic and administrative developments in education, including co-sponsorship of symposia, seminars and conferences
5. co-operation in the development of education generally, including the potential for offering joint programs, and

6. pursuit of consulting and project opportunities.

ARTICLE III CONTRIBUTION BY BOTH PARTIES

1. The Parties shall at all times keep confidential and shall not disclose to any third party, persons or individual any confidential information acquired or discovered by either Party in connection with the performance of this MOU unless otherwise authorized in advance in writing by either Party.
2. Nothing to this MOU shall prevent the Parties from contracting with any third Party on a similar basis with regards to the subject matter of this MOU.
3. Neither Party is an agent, representative, or legal partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MOU shall not be interpreted or construed to create an association, agency, joint venture, or legal partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
4. Signature of this MOU does not and shall not create any legal relations nor material, financial or other obligation between the Parties. Neither Party shall be legally bound by the terms of this agreement. If the Parties decide, having entered this MOU, they would like to consider binding arrangements with each other, for example to provide services to each other, then they shall negotiate and agree in writing a binding agreement, such as a Memorandum of Agreement, relating to any such matter. Specific initiatives are to be considered and agreed upon, on a case by case basis, including the contributions and obligations of each Party.

ARTICLE IV AMENDMENT AND DURATION OF THE AGREEMENT

This Memorandum is effective for a period of three (3) years from the date of signature. It may be extended or amended with the written agreement of both Parties. This Memorandum of Understanding may be terminated by either party subject to the delivery of six (6) months advance notice, in writing.

Signed on behalf of:

SAMPLE

UNIVERSITY OF CANTERBURY

Signatory
Title

Dr. Rod Carr
Vice-Chancellor

Date

Date

Appendix Three

Generic Template for a University of Canterbury Memorandum of Agreement (MOA)

Memorandum of Agreement (MOA)

1. An MOA is a specific agreement, created as a sub-document of a parent MOU, considering one or more of the activities outlined in the parent MOU.
2. An MOA may be established at a lower level than the University or Institutional level of the MOU, such as at a College to College or Department to Department level provided that there is a parent MOU which the MOA can be associated with. However, all MOA's must be signed by the Vice-Chancellor.
3. Where there is no parent MOU to which the MOA can be associated with, the former is to be proposed at the University or Institutional level either before or at the same time of proposing an MOA.

University of Canterbury Steps for Processing an International MOA

1. Confirm with the International Relationships Office (IRO) that an MOU with the potential partner already exists. If not, then develop one first.
2. Together with the partner institution, the initiating dept/unit obtains and prepares the MOA with consultation of IRO if necessary. Request legal advice as needed. Ensure approval of proposal at the College-level (PVC sign-off).
3. Initiating dept/unit forwards final MOA to the IRO.
4. IRO sends proposal and MOA to SMT for information and comment. (allow one week)
5. IRO sends proposal and MOA to SMTi for final approval. (allow one week)
6. If approved, the IRO, together with the initiating dept/unit, arranges for the MOA to be signed by the UC Vice-Chancellor and partner institution, either electronically or in person.
7. MOA with both signatures sent to IRO from dept/unit/partner. IRO archives in UC database(s), UC Info & Records and IRO share-point site.

MEMORANDUM OF AGREEMENT

FOR A ----- (*ex: Dual degree, course articulation...*)

BETWEEN

THE UNIVERSITY OF CANTERBURY

AND

PARTNER UNIVERSITY

This Memorandum of Agreement (MOA) is drawn up and agreed upon between the University of Canterbury (hereinafter referred to as UC), located at Christchurch, New Zealand and the PARTNER (hereinafter referred to as **XXX**) located at [PARTNER ADDRESS] in order to implement part of the activities outlined in the MOU between UC and **XXX**.

The University of Canterbury

The University of Canterbury, established in 1873 by scholars of Oxford and Cambridge, has gained an international reputation for academic excellence in teaching and research. Its first (undergraduate) and higher (postgraduate) programmes are well recognised worldwide, and aim to foster intellectual independence, critical thinking, and professional excellence in every field.

The University offers programmes in Arts (Humanities and Social Sciences) Commerce (Business and Economics), Education (including teaching), Engineering, Fine Arts, Forestry, Law, Music, Science, Social Work, Speech and Language Therapy and Sport Coaching.

Partner

The PARTNER is an institution found in....

ARTICLE I. OBJECTIVES OF THE AGREEMENT

[Demonstrate link to stated intentional outcomes in the MOU]

ARTICLE II. DETAILED ACTIVITIES

- 1.
- 2.

[Include targets and goals as appropriate]

ARTICLE III. RESPONSIBILITIES OF UC

- 1.
 - 2.
- [Add as necessary]

ARTICLE IV. RESPONSIBILITIES OF PARTNER

- 1.
 - 2.
- [Add as necessary]

[Addition articles inserted as required]

ARTICLE DURATION, TERMINATION AND AMENDMENT

1. This MOA will be effective from the date of signing by both parties up to a period of three (3) years, and may be subject to extensions by mutual consent of the parties in writing.
2. Either party may terminate this MOA by giving six (6) months advance notice in writing to the other party.
3. The provisions of this MOA may be amended at any time with the mutual consent of the Parties in writing.
4. The amendment, termination and expiration of this MOA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.
5. The duration of this agreement should not exceed that of the parent MOU.

ARTICLE SPECIAL PROVISIONS

1. Any and all use of either of The Parties' logos, imagery or proprietary images may not be used without the written consent of the other Party. Any publications or documents which include information about or reference to either Party or any of its programs must be vetted and consented to by the other Party before being distributed widely, including usage on the world wide web.
2. Add as necessary...
3. This Memorandum of Agreement shall be governed and construed under the laws of the country of [xxx].
4. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOA informally.

ANNEXES

[Insert as appropriate, e.g. UC admission requirements; UC study costs; UC fields of study; Partner study areas; Partner research areas; etc.]

This MOA is prepared in two identical copies. Each party holds one original copy duly signed by the vice-Chancellor of UC and the PARTNER.

Signed on behalf of:

PARTNER

UNIVERSITY OF CANTERBURY

Signatory
Title

Dr. Rod Carr
Vice-Chancellor

Date

Date

MOA Appendix I: Contact Details for this MOA

UNIVERSITY OF CANTERBURY

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

UNIVERSITY OF CANTERBURY

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

PARTNER

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

PARTNER

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

Appendix Four

Generic Template for a University of Canterbury Letter of Agreement (LOA)

Letter of Agreement (LOA)

1. An LOA is a specific agreement that is typically the result of a proposed MOU/MOA application not being approved by SMT or SMTi. Often this arises due to the potential partner institution not having an adequate offering of departments, colleges, qualifications or high-quality research opportunities to warrant UC entering into a formal MOU/MOA agreement with the institution.
2. After not approving entering into an MOU/MOA SMTi may make the recommendation that an LOA be signed with the proposed institution. At this point the initiating dept/unit may decide to propose an LOA to the potential partner. This would typically be done if there was a very specific collaboration possibility between two departments and no real potential to expand beyond that.
3. In some circumstances, a College may decide to initially proceed with an LOA, which is acceptable, but still needs to be seen by SMT and SMTi before being signed by the vice-chancellor.

Steps for Processing an International LOA

1. A Letter of Agreement can only be processed as the result of a proposed MOU not being approved by SMT or SMTi. Ensure that the proposed agreement has been submitted as proposed MOU and was not accepted before proceeding.
2. Together with the partner institution, the initiating dept/unit obtains and prepares the LOA with consultation of the IRO if necessary. Request legal advice as needed. Ensure approval of proposal at the College-level (PVC sign-off).
3. Initiating dept/unit forwards final LOA to the IRO.
4. IRO sends proposal and LOA to SMT for information and comment. (allow one week)
5. IRO sends proposal and LOA to SMTi for final approval. (allow one week)
6. If approved, the IRO, together with the initiating dept/unit, arranges for the LOA to be signed by the UC vice-chancellor and partner institution, either electronically or in person.
7. LOA with both signatures sent to IRO from dept/unit/partner. IRO archives in UC database(s), UC Info & Records and IRO share-point site.

LETTER OF AGREEMENT

FOR A ----- (*ex: Bachelor of Biological Sciences Presentation*)

BETWEEN

THE UNIVERSITY OF CANTERBURY

AND

PARTNER UNIVERSITY

This Letter of Agreement (LOA) is drawn up and agreed upon between the Department of ABC at the University of Canterbury (hereinafter referred to as UC), located at Christchurch, New Zealand and the Department of XYZ at TARGET UNIVERSITY (hereinafter referred to as PARTNER) located at [PARTNER ADDRESS].

The University of Canterbury

The University of Canterbury, established in 1873 by scholars of Oxford and Cambridge, has gained an international reputation for academic excellence in teaching and research. Its first (undergraduate) and higher (postgraduate) programmes are well recognised worldwide, and aim to foster intellectual independence, critical thinking, and professional excellence in every field.

The University offers programmes in Arts (Humanities and Social Sciences) Commerce (Business and Economics), Education (including teaching), Engineering, Fine Arts, Forestry, Law, Music, Science, Social Work, Speech and Language Therapy and Sport Coaching.

Partner

The PARTNER is an institution founded in....

ARTICLE I. OBJECTIVES OF THE AGREEMENT

[Demonstrate link to stated intentional outcomes in the LOA]

ARTICLE II. DETAILED ACTIVITIES

- 1.
- 2.

[Include targets and goals as appropriate]

ARTICLE III. RESPONSIBILITIES OF UC

- 1.
 - 2.
- [Add as necessary]

ARTICLE IV. RESPONSIBILITIES OF PARTNER

- 1.
 - 2.
- [Add as necessary]

[Addition articles inserted as required]

ARTICLE DURATION, TERMINATION AND AMENDMENT

1. This LOA will be effective from the date of signing by both parties up to a period of two (2) years, and may be subject to extensions by mutual consent of the parties in writing.
2. Either party may terminate this LOA by giving six (6) months advance notice in writing to the other party.
3. The provisions of this LOA may be amended at any time with the mutual consent of the Parties in writing.
4. The amendment, termination and expiration of this LOA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

ARTICLE SPECIAL PROVISIONS

1. Any and all use of either of The Parties' logos, imagery or proprietary images may not be used without the written consent of the other Party. Any publications or documents which include information about or reference to either Party or any of its programs must be vetted and consented to by the other Party before being distributed widely, including usage on the world wide web.
2. Add as necessary...
3. This Letter of Agreement shall be governed and construed under the laws of the country of [xxx].
4. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this LOA informally.

ANNEXES

[Insert as appropriate, e.g. UC admission requirements; UC study costs; UC fields of study; Partner study areas; Partner research areas; etc.]

This LOA is prepared in two identical copies. Each party holds one original copy duly signed by the responsible parties of UC and the PARTNER.

Signed on behalf of:

PARTNER

UNIVERSITY OF CANTERBURY

**Signatory
Title**

**Dr. Rod Carr
Vice-Chancellor**

Date

Date

LOA Appendix 1: Contact Details for this LOA

UNIVERSITY OF CANTERBURY

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

UNIVERSITY OF CANTERBURY

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

PARTNER

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

PARTNER

Representative	
Position/Title	
Address	
Phone/Fax	
Email	

Appendix Five

Generic Template for University of Canterbury Letter of Intent (LOI)

Letter of Intent (LOI)

1. A Letter of Intent is a non-binding document that is used to indicate an interest by two institutions, departments or units to consider working together on collaborative activities in the future.
2. An LOI can be signed by an academic or manager from any unit or department at UC and indicates that staff from both institutions will consider signing an MOU to collaborate in the future. However, it is not a guarantee that an MOU will be approved by SMT or SMTi.

LETTER OF INTENT

BETWEEN

THE UNIVERSITY OF CANTERBURY

AND

PARTNER

In order to promote collaboration between **PARTNER**, in **City, Country** and the University of Canterbury, in Christchurch, New Zealand, the two institutions have agreed to use their best efforts to seek opportunities for direct contact and co-operation between their staff and students, which may include but is not limited to:

- Joint activities including research publications and developments
- Visits by university staff for professional development and research workshops
- Discussion aimed at establishing joint academic and exchange programmes

Should one or more opportunities exist that both institutions wish to initiate formal discussions of, a Memorandum of Understanding will be established to facilitate those discussions, which may lead to the development of specific collaborative projects.

If this agreement remains dormant for two (2) consecutive years, it will be deemed to have lapsed. Where it continues to be active the two institutions agree to review it after three (3) years from the date hereof. It may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.

Signed on behalf of:

SAMPLE UNIVERSITY

UNIVERSITY OF CANTERBURY

**Signatory
Title**

**Signatory
Title**

Date

Date