



MEMORANDUM of UNDERSTANDING
between
BRIDGEWATER STATE UNIVERSITY
and
ORANIM ACADEMIC COLLEGE OF EDUCATION

This Memorandum of Understanding (MOU) is entered this ___ day of _____, 20___, by and between Bridgewater State University, public institution of higher education and agency of the Commonwealth of Massachusetts with an address of 131 Summer St., Bridgewater, MA 02325, United States of America (BSU), and Oranim Academic College of Education, Tivon 3600600, Israel.

WHEREAS the purpose of this MOU is to memorialize the Parties' intent to mutually develop academic and educational cooperation and to promote a sustainable partnership between themselves,

NOW THEREFORE the Parties agree as follows:

Areas of Cooperation and Activity

1. The Parties shall develop cooperation in virtual engagement and collaborative academic events or workshops in various academic disciplines.
2. The Parties shall seek to promote activities such as:
 - a. Joint grants, research, and scholarship projects
 - b. Collaboration in teaching through COIL and other virtual global classroom activities
 - c. Cooperation in international teaching practicum
 - d. Exchange between the two institutions of academic staff for purposes of:
 - i. Fostering research collaborations
 - ii. Interchange of teaching expertise
 - iii. Visiting lectureships and appointments

- e. Exchange between the two institutions of undergraduate and/or graduate students in semester exchanges, virtual course exchanges, and short-term academic travel courses/programs
 - f. Access to expertise or resources available at each institution
 - g. Provision of briefing services by each institution for visitors from the other institution
 - h. Cooperation to promote the education, culture, and economy of the region in which each institution resides
 - i. Other forms of cooperation that the Parties may jointly arrange
3. The Parties shall decide through consultation the specific areas and details of cooperation within the framework of this MOU and shall consult periodically and/or at the request of either institution for the purpose of reviewing the operation of this MOU and/or any of its addenda.
 4. The details of cooperation and the associated financial arrangements of each specific area of activity shall be settled through consultation between the Parties and shall be articulated in separate agreements, appendices and/or addenda, which may be attached to this MOU.

Relationship Between the Parties

5. Each Party to this MOU shall remain an independent and separate entity. This MOU shall not be interpreted as creating or anticipating a joint venture or partnership. Neither Party may bind the other.
6. The Parties shall be responsible for their own actions and shall remain solely responsible in all respects for the management of their own affairs. Each Party shall further be responsible for its students, faculty, other employees, agents and representatives for any and all matters arising from or relating to this MOU.

Budget and Financial Responsibilities

7. Neither Party is obligated under this MOU to commit or transfer any funds, assets, or other resources in support of projects or activities between the Parties or otherwise. The Parties may upon mutual agreement enter into separate written agreements, as set forth above and executed by their duly authorized representatives, for particular endeavors, including but not limited to joint applications for grant funding. All such endeavors shall comply with the laws and policies applicable to each Party, respectively.

Duration, Renewal, Amendment, and Termination

8. This MOU shall remain in force for a period of five (5) years and may be renewed by mutual consent.
9. This MOU may be amended or supplemented only by the written agreement of the Parties, executed by their duly authorized representatives.
10. The Parties shall confer concerning the renewal of this MOU and/or any relevant addenda no later than six (6) months prior to its expiration.
11. Either Party to this agreement may terminate this Memorandum by giving six (6) months' notice in writing to the other.
 - a. Unless said notice expressly states to the contrary, termination of this MOU shall not affect activities in progress pursuant to subsequent written agreements between the Parties, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the parties in writing.
 - b. More specifically, if the notice to terminate is given while students are on an exchange, the students shall be entitled to complete the exchange, notwithstanding that the completion of the exchange would be after the termination of this MOU and/or any addenda governing the exchange.

Notices

12. All notices under this MOU must be in writing to the Parties below:

For Bridgewater State University

Dr. Wing-kai To, Assistant Provost
for Global Engagement & Senior
International Officer

Bridgewater State University
25 Park Terrace
Bridgewater, MA 02325, USA
Phone: (001)1-508-531-2318
Email: wto@bridgew.edu

For Oranim College of Education:

Dr. Muli Peleg, Director,
Oranim International School

Oranim Academic College of Education
Tivon 3600600, Israel
Phone: (972)4-9838943
Email: muli.peleg@oranim.ac.il

Ownership and Control of Records

The term "Records" shall mean all writings, drawings, graphs, charts, images, photographs, sound recordings and other data or data compilations, books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, or the like regardless of physical form or characteristics, any designated documents or electronically stored information.

13. Where one Party provides access to Records or other property to another Party, such provision shall not be deemed a transfer or conveyance of the originating Party's interest (whether ownership or otherwise) in such Record or other property.
14. If either Party provides Records or access to its facility to the other, and a publication results from those Records or facility access, the publishing Party shall, within the publication, acknowledge the contribution of the Party providing Records and/or facility access.
15. Notwithstanding any provision to the contrary, the Parties acknowledge and agree that any and all Records subject to disclosure by the operation of applicable law shall be made available in accordance therewith, and, when applicable, subject to applicable disclosure requirements. Such provision or access shall in no event be deemed a transfer of ownership or of any other interest.

Legal Obligations

16. Notwithstanding any provision to the contrary, this MOU is not intended to and does not create any right, benefit, or obligation, substantive or procedural, enforceable at law or equity by either Party, its officers, employees, students, contractors or agents of any kind or nature against the other Party, its officers, employees, students, contractors or agents.
17. The Parties further state that, to the full extent allowed by law, nothing in this MOU (whether expressed or implied) is intended to confer any third party beneficiary status on any individual or entity.

Spirit of Cooperation and General Principles

18. For conditions not covered by this MOU, or for problems that arise during the course of it, both Parties agree to make reasonable efforts to consult and to negotiate mutually acceptable resolutions.
19. In executing this MOU, the Parties jointly affirm that intellectual integrity, freedom of inquiry and exchange of ideas, and equal dignity of all persons must govern the actions of the institutions and their members.

Bridgewater State University

Oranim Academic College of Education

By: Frederick W. Clark, Jr., Esq.
President
Date:

By: Dr. Nir Michaeli, Rector
Date:

