

From: [Smith, Randy](#)
To: [Angerman, Elizabeth](#)
Cc: [Sutherland, Sue](#); [Smith, Randy](#); [Griffiths, Rob](#); [Reed, Katie](#); [Duffy, Lisa](#); [Hunt, Ryan](#); [Miriti, Maria](#); [Stromberger, Mary](#); [Sahin, Kaya](#); [Louchouart, Patrick](#); [Brown, Trevor](#)
Subject: Proposal to establish an International Cooperative Graduate Degree Template
Date: Friday, April 10, 2026 11:34:40 AM
Attachments: [image001.png](#)

Elizabeth:

The proposal from the Office of International Affairs to establish an International Cooperative Graduate Degree Template was approved by the Council on Academic Affairs at its meeting on April 8, 2026. Thank you for attending the meeting to respond to questions/comments.

No additional level of internal review/approval is necessary. This action will be included in the Council's next Annual Activities Report to the University Senate (July 2026).

Please keep a copy of this message for your file on the proposal and I will do the same for the file in the Office of Academic Affairs.

If you have any questions please contact the Chair of the Council, Professor Sue Sutherland (.43), or me.

Randy



THE OHIO STATE UNIVERSITY

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From: [Angerman, Elizabeth](#)
To: [Smith, Randy](#); [Reed, Katie](#)
Cc: [Swiger, Stephanie](#); [Koryan, Rita](#); [Thongsavanh, Emily](#)
Subject: International Cooperative Graduate Degree Agreement Template - for OAA review and approval
Date: Monday, January 26, 2026 9:17:27 AM
Attachments: [Dual PhD ICGDA Template v.3.docx](#)
[image001.png](#)
[ICGDA Process 6.1.2025.pdf](#)

Good morning,

Attached for your review and approval is a draft template for international dual PhD agreements. We have several pending proposals, and I'd like to make sure that the template we've created in consultation with The Graduate School meets with your approval. As you already know, the Office of International Affairs recently resumed responsibility for these agreements after several years of management by The Graduate School. I am also attaching a process guide that OIA drafted for your records.

Please let me know if you have any edits to any of these documents. With your approval, we will move forward with these templates.

Thank you and best regards,
Elizabeth



THE OHIO STATE UNIVERSITY

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MEMO

Proposing a New International Dual Degree Program

A Two-Part Process: Agreement and Program Proposal

1 June 2025

The Ohio State University Graduate School facilitates the establishment of all International Cooperative Graduate Degree programs. International Cooperative Graduate Degree programs supervised by the Graduate School include:

- [Combined bachelor's-master's degrees \(i.e., 3+2 programs\)](#)
- [Dual degrees \(i.e., dual PhD or dual master's degree\)](#)
- [Ohio State PhD degrees](#)

Ohio State does not award joint degrees, defined as a single degree jointly offered and jointly awarded by more than one institution.

Information about proposing new International Cooperative Graduate Degrees (or new International Dual Degrees): <https://gradsch.osu.edu/proposing-new-programs-degrees-and-specializations>

Key Personnel:

- Dean and/or Associate Dean of the Graduate School
- Graduate Studies Chair (sponsoring department)
- Department Chair (sponsoring department)
- [College Liaison](#) for international education
- [International Partnerships](#) team member (Office of International Affairs)

It is recommended that faculty wishing to propose an International Cooperative Graduate Degree meet with the personnel listed above before starting the process or very early in it.

Key Reference Material:

[The Graduate School Handbook](#) provides information about admission to degree programs (Section 2), course load (Section 3), good standing (Section 5.1), reasonable progress (Section 5.4), and requirements for each type of degree program (Sections 6 – 8).

TWO-PART PROPOSAL APPROVAL PROCESS

There are two important pieces of the International Cooperative Graduate Degree proposal process and they should be undertaken simultaneously.

1. **International Cooperative Graduate Degree Agreement** – a formal contract between The Ohio State University and the international partner.
2. **International Cooperative Graduate Degree Program Proposal** – the formal development of a degree program based upon *an existing Ohio State degree program*.

International Cooperative Graduate Degree Agreement

Notify the Office of International Affairs, International Partnerships team

(internationalagreements@osu.edu) of the intent to establish an International Cooperative Graduate Degree Agreement (ICGDA) between Ohio State and an international university. OIA will complete a Visual Compliance Restricted Party (VCRP) screening of the proposed international partner; this document is a required part of the ICGDA proposal package.

Complete a Risk Assessment survey ([here](#)). This Qualtrics Survey is administered and maintained by the Office of Secure Research and your full and complete responses will facilitate a review by that office. Retain a copy of your responses to include with your ICGDA proposal package.

Draft the ICGDA document, using the approved template. This document is an overarching academic agreement between Ohio State and a non-U.S. higher education institution to collaboratively offer one or more degrees issued by one or both institutions involved in the collaboration. The ICGDA template includes text that has been approved by the Graduate School and reviewed by Legal Affairs. The ICGDA should not include detailed information about the proposed curriculum, as that will be included in a separate document, (see below).



International Cooperative Graduate Degree Program Proposal

Draft the curriculum proposal, making sure to include all of the following components:

- Degree requirements for both degrees.
- Precise prefixes, course numbers, and titles of Ohio State courses, as used by the Registrar's Office.
- Courses that may count towards each program.
- An advising sheet that students can use to track progress through the dual degree program.
- Submit the curriculum proposal to the college curriculum committee. Its approval is a required supporting document.

A complete proposal package will include all of the following components:

- A cover letter from the college (dean or curricular dean) addressed to Vice Provost Randy Smith, indicating support from the college's curriculum committee and the college administration.
- A narrative rationale for the new International Cooperative Graduate Degree program.
- General information about the International Cooperative Graduate Degree program:
 - A statement of how the cooperative agreement is distinct from existing programs regarding student audience, admission criteria, or program demand.
 - Details about course transfer, duration of the program, and advising.
 - Information about how the international cooperative dual degree program may affect recruitment, retention, and matriculation of students in the existing Ohio State program.
 - Information about the Ohio State degree assessment plan (e.g., statement that the learning goals and assessment plan will not change for the Ohio State degree, or you may include as an attachment the Ohio State degree assessment plan generated by Nuventive.Improve).
- A detailing of the proposed dual degree curriculum, which must include the items listed below:
 - Degree requirements for both degrees.
 - Precise prefixes, course numbers, and titles of Ohio State courses, as used by the

Registrar's Office.

- Courses that may count towards each program.
- An advising sheet that students can use to track progress through the dual degree program.
- Budget proposal, with estimated number of students for enrollment.
- Syllabi for all new courses (or courses that will be changing in delivery format or credit hours). These syllabi may be in “short form,” including course title, course number, credits, prerequisites, course description, course objectives, and content topic list. All courses must also be submitted in curriculum.osu.edu in their full format.
- Letters of support from any impacted programs outside of the proposer's College.
- If the new program is to be delivered with 50% or more of activities occurring online, an MOU with OCIO (via ODEE) is necessary.

International Cooperative Graduate Degree Agreement components:

Visual Compliance Restricted Party (VCRP) screening of the proposed international partner

Completed Risk Assessment Survey

Final draft of the International Cooperative Graduate Degree Agreement (a final draft is one approved by the Office of Legal Affairs)

International Cooperative Graduate Degree Program Proposal components:

Proposal Package

Documentation of curriculum committee approval.

The entire proposal package should be sent as a single PDF to the Graduate Studies Committee for review at grad-schoolcurriculum@osu.edu with a cc to International Partnerships (internationalagreements@osu.edu).

International Cooperative Graduate Degree Agreement (ICGDA) Process & Guidelines

The following steps are required to enable an international cooperative graduate degree (i.e., international dual PhD degree):

1. Administrators in the degree-offering Academic Unit initiate the process for an agreement with an international Partner Institution of higher education by notifying the Office of International Affairs (OIA), with a cc to the Graduate School, of the intent to develop a dual degree program with the Partner Institution.
2. OIA completes the Visibility Compliance and obtains the review of the Office of Research Integrity and Compliance and provides that notification to the Graduate School.
3. OIA provides a draft ICGDA Agreement to the College/Department and the Partner Institution for review.
4. The Partner Institution signs the ICGDA Agreement and it routes to the Graduate School and OIA for signatures and Ohio State approval (Legal and Fiscal).
5. The fully executed ICGDA agreement would then accompany Program Proposal(s) to the Graduate School. The Program Proposal(s) will include (i) a budget model from the specific graduate program at Ohio-State detailing the investment from Ohio State and/or the Partner Institution, and (ii) an explanation on how the dual PhD will add to the program quality and reputation of excellence.

Program Planning

Before initiating any agreement, the Partner Institution must undergo a visual compliance screening through the Office of International Affairs (OIA) at Ohio State. The Partner Institution must NOT be an entity reasonably believed to be involved, or to pose a significant risk of being or becoming involved, in activities contrary to the national security or foreign policy interests of the United States (The Entity List ([15 CFR, Subchapter C, part 744, Supplement No.4](#))).

After the visual compliance screening is met, the Partner Institution must undergo a research compliance screening through the Office of Research Compliance (ORC) at the Ohio-State University. The OIA and ORC approvals must be submitted along with this ICGDA.

The cooperative dual PhD agreement permits the Partner Institution to align with graduate PhD programs at Ohio State.

- If this is an **existing Ohio State PhD program** that accepts the Partner Institution's students, then a budget model with projected student enrollment numbers must be submitted for review by the Graduate School. The budget must specify (1) up to how

many of the Partner Institution's applicants will be reviewed per year, (2) a target number for enrollment and (3) how admitted students' research projects will be supported for the dual PhD degree in the specific program. The budget model should also include how the ICGDA will impact the recruitment, retention and matriculation of students in the existing Ohio State program.

- If this is a **new or revised Ohio State PhD program**, the initiating unit must submit a new program proposal or program proposal for revision, with department and college approvals, [for approval by the Graduate School](#). Program proposals should specify how the agreement is distinct from existing programs with regard to student audience, admissions criteria, or program demand. A budget model as above will be required.

Initiating departments should plan to work on the International Cooperative Graduate Degree Agreement (ICGDA) simultaneously with the International Cooperative Degree Program proposal. The ICGDA must be finalized before final approval of the degree program can be given.

Any student receiving an Ohio State PhD degree must fulfill all Ohio State PhD degree requirements. Courses accepted for transfer shall be determined by the program and must meet the requirements of the Graduate School.

The criteria used for evaluation may include (i) number of students participating in the cooperative PhD program, (ii) their academic metrics of success, (iii) ability of the Ohio State graduate program and/or USP to provide financial support for the cooperative PhD students and (iv) impact of the cooperative PhD program on the existing Ohio-State graduate program.

Program Approval

The Partner Institution will work with the initiating unit to address details such as course transfer, duration of the program, and advising.

For established PhD programs, the budget model is submitted for approval to the Graduate School.

Once approved by the Graduate School, the proposal is submitted to the Council on Academic Affairs (CAA) for final approval. No further approvals are needed.

International Cooperative Graduate Degree Agreement (ICGDA)

For Dual PhD Degrees

between

Partner Institution, City, Country

and

**The Ohio State University, Columbus, Ohio,
U.S.A.**

This document describes a cooperative dual PhD degree agreement designed to deepen the research and academic relationship as part of the growing partnership between The Ohio State University (Ohio State) and the [Partner Institution](#). The goal of this cooperative dual degree program is twofold:

- (i) to provide a framework for exceptional graduate students from [Partner Institution](#) to seek a global educational and professional experience by enrolling as a graduate student at Ohio State and
- (ii) (ii) to produce skilled and diverse graduates from Ohio State by recruiting and nurturing excellent domestic as well as international students to our graduate programs who embody an awareness and engagement to influence the world.

The opportunity to gain international experience in graduate education provides a means of access to new information and perspectives, innovative concepts and methods, emerging research technologies, and unique populations and environments not typically available at a single institution and country.

The Ohio State University and the [Partner Institution](#) (the Parties) enter into this formal agreement for the purpose of a dual graduate degree. The dual PhD degree is defined as two PhD degrees, with each institution awarding a PhD upon completion of degree requirements, independent of the other institution. The program will enable [Partner Institution](#) graduate students an opportunity to pursue a part of their PhD graduate course requirements and/or research work at both [Partner Institution](#) and at Ohio State, by satisfying the degree

requirements for both institutions within the time-period typically required for a single PhD from Ohio State.

Implementation of the Program and Enrollment Conditions.

Eligibility and Program Application

1. **Partner Institution** agrees to recruit and nominate **the agreed upon number of qualified graduate students**.
2. Eligible candidates must have successfully completed a PhD candidacy exam or equivalent in their respective PhD program at **Partner Institution** prior to their matriculation to Ohio State.
3. Eligible candidates must be in good academic standing. The standards for program admission shall be undergraduate GPAs of 3.5 (out of 4.0) or better, a quantitative GRE score in the 50th percentile or above, and mostly A-range grades in core undergraduate and graduate courses.
4. Eligible candidates will also need to meet the English language requirements set by the Ohio State Graduate School as described in sections [2.2](#) and [2.7](#) of the Graduate School Handbook. In order for students to hold graduate teaching associate (GTA) appointments, they must also become certified in spoken English ability by passing the Oral Proficiency Assessment (OPA) exam administered by the Intercultural English Language Program at Ohio State (see section [2.8](#) of the Graduate School Handbook). The OPA exam will be conducted via video conferencing during the term prior to the expected departure.
5. Nominated students will apply through Ohio State's regular admissions process overseen by the Office of Graduate and Professional Admissions.
6. Before being permitted to enroll in Ohio State's **COLLEGE**, all admitted applicants must answer the university's community standard question when they log in to accept admission. This question requires that students disclose if they have pending felony charge(s) or past felony conviction(s) or if they are subject to a pending disciplinary proceeding at a previous institution or if a disciplinary finding was made against the applicant that resulted in separation from a previous institution (i.e. suspension or dismissal).
 - (a) If the applicant answers "yes" to the community standards question, the applicant has the opportunity to provide the university with information about the facts and circumstances related to that situation. The information the applicant provides is reviewed by the University Community Enrollment Review Committee to determine if the student will be cleared to enroll.
 - (b) The UCERC committee has a [website](#) with a helpful FAQ and more details about the process and the university offices who have representatives on the committee.
 - (c) It is important to note that if an applicant provides false or incomplete information

in the admission or enrollment process, the university retains the right to cancel an applicant's admission to the institution and there is no refund of fees. (University Rule 3335-9-20)

Conditional Admission & Enrollment

1. **Partner Institution** students are conditionally admitted to the **Ohio State PhD program**. These students will be required to complete
 - (a) at least one semester (minimum of 8 credits) in good standing, and
 - (b) the Ohio State candidacy exam, by the end of their second semester at Ohio State.
2. Conditionally admitted students must have taken at least one graded (A-E) graduate (6000-level or above) Ohio State course and must have a cumulative GPA of 3.0 or better at Ohio State.
3. A dual PhD committee will be formed and staffed by up to two (2) faculty members from **Partner Institution**¹ and two (2) faculty members from Ohio State². This committee will preside over the Ohio State candidacy exam and the final oral exam. In addition, USP students may have a faculty advisor at each institution.
4. Prior to taking the Ohio State candidacy exam, students must enroll for a minimum of 8 graduate credit hours at Ohio State for Spring and Autumn semesters. Prior to candidacy, the **Partner Institution** student must have taken at least one graded (A-E) graduate (6000-level or above) Ohio State course and must have a cumulative GPA of 3.0 or better at Ohio State.

Ohio State Candidacy Exam & Subsequent Enrollment

1. Before the end of the second semester at Ohio State, **Partner Institution** students will complete their candidacy exam at Ohio State. The candidacy exam will be conducted on the premises of Ohio State campus with remote access ([Appendix B of the Graduate School Handbook](#)) to committee members at **Partner Institution**. The candidacy exam will be composed of both a written and an oral portion in accordance with the guidelines found in the Graduate School and the Graduate Program handbook at Ohio State.
2. After completion of their candidacy exam, **Partner Institution** students will then continue graduate research at Ohio State as a graduate student for at least another two semesters to complete the PhD.

¹ Faculty from USP must be nominated by the Ohio State program and approved by the Graduate School for authorized P-status (for co-advisor) or M-status for a committee member, i.e. equivalent requirements of graduate faculty with P-status at Ohio State ([Section 12.4 of the Graduate School Handbook](#)).

² Ohio State faculty: all advisors/co-advisors with P-status or equivalent and committee members with P or M status or equivalent.

3. Post-candidacy students must be enrolled for at least three (3) credits every semester (Autumn and Spring) after their candidacy up to graduation, and they must be enrolled in at least three (3) graduate credits at Ohio State the term in which they defend their dissertation and apply to graduate (even if it is Summer).

Dissertation & Defense

1. The student's dissertation will be based on research that is mutually agreeable to the two advisors and approved by the student's candidacy committee. A 3-page research summary will be part of the student's application to the dual-degree program.
2. There will be a single dissertation agreed upon by both parties written in English as a graduation requirement. The final approved version submitted will follow the guidelines of the respective institutions.
3. There will be a single PhD defense (final oral exam) held on the premises of Ohio State campus with remote access ([Appendix B of the Graduate School Handbook](#)) to committee members at [Partner Institution](#).
4. The approval by the defense committee must be unanimous for the dual PhD degree. If the approval is not unanimous, only the [Partner Institution's](#) diploma will be issued if approved by their members of the committee.

Additional Enrollment Requirements

1. All credit hours enrolled at Ohio State in the cooperative dual degree program must meet the requirements for the doctoral degree program at Ohio State.
 - (a) **PhD degree programs approved prior to 2025** require at least 80 graduate semester hours including coursework and research credits or 50 credit hours after a Master's. At least 24 credits must be taken at Ohio State.
 - (b) **PhD degree programs approved in 2025 or later** require at least 90 graduate semester hours including coursework and research credits or 60 credit hours after a Master's. At least 24 must be taken at Ohio State.
 - (c) The requirement of 24 credits taken at Ohio State must be met during the student's time (a minimum of two years) at Ohio State. Full-time status is considered at 8 credits and is the minimum credit requirement per term for international students prior to achieving candidacy status at Ohio State. The minimum number of credits required post-candidacy for any student at Ohio State, including international students, is 3 credits. At least 3 credit hours at Ohio State should be from 6000-level or above course(s) graded on an A-E basis. The remaining credits can be PhD-level research and dissertation credits.
2. The balance of the required credit hours can be transferred from [Partner Institution](#), in agreement with and prior approval of the Graduate Studies Committee of the PhD program at Ohio State.

Responsibilities of Parties

Responsibilities of The Ohio State University:

The Graduate Studies Committee in the sponsoring unit agrees

1. To evaluate students pre-selected by [Partner Institution](#) who have submitted an application for admission into their program. This evaluation will be performed in accordance with the guidelines and timelines of the Graduate Program at Ohio State.
2. To inform the [Partner Institution](#) of admission results of pre-selected students as soon as possible before the acceptance deadline of **April 15**;
3. To advise admitted [Partner Institution](#) students about Ohio state rules and regulations in The Ohio State University Graduate School Handbook, as well as academic and cultural expectations at Ohio State in conjunction with the Office of International Affairs;
4. To help register admitted [Partner Institution](#) students in their first semester at Ohio State;
5. To advise [Partner Institution](#) students on courses they need to take for their PhD degree and create a course plan. Each [Partner Institution](#) student will be assigned a faculty advisor in the sponsoring unit to facilitate this process;
6. To inform the incoming students of all student benefits, including health insurance requirements and availability.

Additionally:

7. All [Partner Institution](#) students enrolled at Ohio State will be reviewed by the Graduate School in the same manner as all Ohio State graduate students and will be subject to remediation or probation for insufficient progress toward the degree as per the Graduate School handbook. These responsibilities will be overseen by the Graduate Studies Committee of the PhD program at Ohio State.
8. Ohio State will not be obligated to provide financial support for stipend and/or tuition and fees for students. However, the [Partner Institution](#) will be informed if any costs associated with a graduate student appointment, including tuition, fees, and living expenses, will be covered by the Ohio State Graduate Program. If this support is in the form of a Graduate Research Associate (GRA) or Graduate Teaching Associate (GTA) appointment then responsibilities of these appointments will be provided.
9. To collaborate with the [Partner Institution](#) in procurement of international fellowships and other funding opportunities to support its students in pursuing graduate education at Ohio State.

Responsibilities of **Partner Institution**:

1. Recruit and nominate **at least the agreed upon number** of students at the beginning of their 2nd year, i.e. 3rd semester of graduate program at **Partner Institution** for participation in the dual PhD program during the following academic year;
2. Forward to the Ohio State program the names of pre-selected students for potential admission to the cooperative dual degree program at Ohio State. Students must apply online before the deadline for initial enrollment in the following autumn semester;
3. Recognize the two- to four-year commitment for a student to complete the Ohio State degree;
4. Administer a pre-program orientation for student participants;
5. Ensure that students admitted to the program take courses designated as relevant to the PhD degree;
6. Advise Ohio State of any circumstances that may affect the student's year abroad (e.g. known public health issues);
7. Advise its students about academic and cultural expectations at Ohio State; and
8. Collaborate with Ohio State in procurement of international fellowships and other funding opportunities to support students at **USP** in pursuing graduate education at Ohio State.

Responsibilities of **Partner Institution** students:

1. Complete on-line application to the Ohio State program at [Graduate and Professional Admissions](#) and submit all required application materials by the deadlines specified by the Ohio State graduate program;
2. If admitted, accept the offer of admission on-line by **April 15th** and submit financial documentation required to receive an I-20. Students must show proof of ability to cover tuition and living expenses or provide documentation for fellowship or other funding opportunities:
 - (a) To pay graduate tuition and fees when studying at Ohio State;
 - (b) To pay room and board costs;
 - (c) To secure and pay for necessary health insurance and to pay medical costs;
 - (d) To pay for books, living expenses and any other costs;
 - (e) To pay the cost of transportation to and from Ohio State and **Partner Institution**;
3. To obtain an appropriate student visa for degree status at Ohio State (F-1);
4. To submit a transcript showing completion of graduate courses at the Partner Institution as well as all applicable academic test scores and enrollment documentation to Ohio State; and

5. To follow the academic rules and guidelines of Ohio State and [Partner Institution](#) as outlined in this agreement. All students are subject to the rules of the institution they are attending.

General Conditions

Fundamental Research and Export Control.

It is recognized and understood that Ohio State will not engage students coming to Ohio State pursuant to this agreement in any proprietary research or research that is not “fundamental research” as defined in the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). [Partner Institution](#) agrees that neither it, nor any of its faculty or employees, will direct or advise students to conduct research in violation of these laws or to seek out proprietary or non-fundamental research. It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations, and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

Intellectual Property and Publication Rights

Each party reserves the right to publish the results of the collaborative research deriving from this program. Before submission for publication, however, each party shall notify the other of its intention to publish and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party’s comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party’s written request for a period not to exceed ninety (90) days if it contains disclosure of an invention(s) on which either party desires to file a United States or foreign patent. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Any ownership of inventions will be determined pursuant to applicable patent laws. The sequence of institutions listed on papers published by the students shall be determined by mutual agreement of advisors and relevant faculties/schools/departments of both parties. Normally, the home institution shall be listed first. Details shall be further worked out between the advisors and/or the relevant departments.

It is recognized and understood that research, inventions, and technologies owned by Ohio State and existing at the date when this Agreement becomes effective are the separate

property of Ohio State, and are not affected by this Agreement, and [Partner Institution](#) shall have no claims or rights in such separate inventions and technologies. [Partner Institution](#) further agrees that any research, inventions, discoveries, or improvements (“Inventions”) developed by Ohio State arising out of services under this Agreement, or related project agreements with [Partner Institution](#) shall be owned by Ohio State (“Ohio State Inventions”). Similarly, it is recognized and understood that research, inventions, and technologies owned by [Partner Institution](#) and existing at the date when this Agreement becomes effective are the separate property of [Partner Institution](#), and are not affected by this Agreement, and Ohio State shall have no claims or rights in such separate inventions and technologies. Ohio State further agrees that any Inventions developed by [Partner Institution](#) arising out of services under this Agreement, or related project agreements with Ohio State shall be owned by [Partner Institution](#) (“[Partner Institution](#) Inventions”). All inventions developed jointly by Ohio State and [Partner Institution](#) arising out of services under this Agreement or related joint project agreements with [Partner Institution](#) shall be owned jointly by Ohio State and [Partner Institution](#) (“Joint Inventions”).

Each Party (i.e. [Partner Institution](#) and Ohio State) recognizes that during the term of this Agreement it may have access to and become familiar with confidential, proprietary, and/or trade secret information owned by the other party. The Parties agree that during the term of this Agreement and any extensions, except as required to provide services under this Agreement, a Party shall not directly or indirectly possess, use, convert, copy, duplicate, or misappropriate confidential, proprietary and/or trade secret information provided to it by the other Party and shall not directly or indirectly disclose, communicate, transmit, or transfer any confidential, proprietary, and/or trade secret information provided to it by the other Party to any person or entity.

The obligation of non-disclosure shall not apply to:

1. information that is or becomes publicly available through no fault of a Party;
2. information that is already independently known to a Party as shown by its prior written records;
3. information that is disclosed to a Party on a non-confidential basis by a third party with the legal right to do so;
4. information subject to release or disclosure as required by law; or
5. information independently developed by personnel of a Party.

All such confidential, proprietary, and/or trade secret information disclosed to one Party by the other Party during the term of this Agreement shall remain the property of the disclosing Party and, upon the termination of this Agreement, shall be returned to the disclosing Party. The requirements of this Paragraph shall survive the termination of this Agreement and any extensions by three (3) years.

Nondiscrimination

The parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of age, ancestry, color, disability, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, race, religion, sex, sexual orientation, or veteran status.

Termination

Either party may terminate this Agreement by providing the partner institution with written notice of its intent to terminate. The terminating party will give advance notice prior to the effective date of the termination. Termination will not affect the program in effect prior to the effective date of the termination and will be finalized after the completion of the program by current students.

Termination for Convenience

Either Party to this Agreement may terminate the Agreement, without cause, with ninety (90) days written notice to the other party. Upon receipt, the party receiving written notice shall take all action necessary to minimize or eliminate any further costs, fees, or expenditures by the party providing notice. Every effort will be made to allow any student whose agreed upon program extends beyond the Termination Date to complete his or her program of study.

Termination for Cause

Either Party to this Agreement may terminate this Agreement, for cause, with sixty (60) days written notice to the other party. The party receiving notice shall have sixty (60) days from receipt of the notice to cure any material breach to the satisfaction of the other party. Either party may terminate this Agreement immediately upon notice if there is an imminent threat to the security of its personnel, materials, supplies, or standing in the educational community. Upon receipt, the party receiving written notice shall take all action necessary to minimize or eliminate any further costs, fees, or expenditures by the party providing the notice.

Termination for cause shall include, but is not limited to, either party's:

- 1.** Insolvency, bankruptcy, or assignment of creditors;
- 2.** Sale, assignment, or liquidation of the material assets, or dissolution;
- 3.** Material breach of any of the terms or conditions of this Agreement; or
- 4.** Abandonment of the services necessary under this Agreement.

Orderly Departure

In the event that this Agreement is terminated pursuant to any of the provisions noted herein, the parties agree to make all good faith efforts to work cooperatively toward the completion of the Program for all students admitted to and enrolled in the Program, promptly

