

Checklist for the Conclusion of Agreements with International Cooperation Partners of the UP (→Condensed version of the “Guidelines”)

International activities that become formalized partnership/cooperation projects call for a consistent and cross-disciplinary set of rules regarding the types of agreements and their contents. The conclusion of such agreements should be carried out in both strategic and operational consultation with the university's Executive Board (university-level agreements) or the Office of the Dean (faculty-level agreements) and the International Office, which will ensure adequate legal review. Depending on the specific level of cooperation, the formal consent of the responsible parties and (legal) consultation are absolutely necessary prior to launching any cooperation projects. An agreement concluded by mutual consent is a valid legal transaction with certain legal consequences and involves a mutual commitment.

Difference between Letter of Intent, Memorandum of Understanding (MoU), and Agreement:

The first thing to clarify is whether the intended agreement is a fully valid agreement (legally binding) or a preliminary agreement (not legally binding). As a rule, preliminary agreements represent the summary of a discussion and do not yet establish an obligation between the parties.

(a) The Letter of Intent (LoI)

The LoI is a unilateral statement by a negotiating party expressing interest in negotiating and entering into an agreement. The LoI specifies, for example, interest in the implementation of a specific project, the summary of previous discussion results, or the timetable regarding the concretization of a project proposal. The LoI is a preliminary agreement and always contains a reference to its non-binding nature.

(b) The Memorandum of Understanding (MoU)

The MoU is a general statement of intent signed by both parties to the agreement.

In addition to the contents already mentioned for the LoI, an MoU can also stipulate specific conditions, reservations, or time limits, e.g. a non-disclosure agreement, an exclusivity clause, or the stipulation of possible reasons for terminating the ongoing negotiations. The MoU is a preliminary agreement and always contains a reference to its non-binding nature.

Please note: In some countries, it is common to label a legally binding (university-/faculty-level) agreement as a “Memorandum of Understanding”. If the content implies that the agreement is legally binding and there is no reference to the non-binding nature, the agreement in question is a fully valid contract, irrespective of its title!

(c) University-Level Agreements and Faculty-Level Agreements

These agreements are binding and can only be signed by the President or a person (Chancellor, Dean) instructed/authorized by the President (signing authority).

Things to Clarify Before Entering into an Agreement:

1. What is to be achieved with the agreement and what are its benefits for the University of Potsdam?
2. Which type of agreement suits the defined objectives? (university-level/faculty-level/student exchange agreement)
3. What needs to be settled with whom and how (also within the university) in order to achieve the objectives?
4. Who is responsible for reviewing the agreement?
5. Who is responsible for signing the agreement?
6. Who is responsible for the fulfillment of the contractual obligations?



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7. What degree of concretization is required for the operational implementation of the agreement's objectives? Is there a need for any supplementary arrangements (such as: the development of implementation agreements, student/doctoral student exchanges)?
8. Does the content of the agreement present any points of friction with applicable law or relevant regulations or programs?

Statement of Intent to Form a Faculty-Level Partnership:

The Dean is responsible for the approval and signature.

It is recommended that the following documents be submitted to the relevant staff member in the Office of the Dean:

- A short report explaining the activities carried out so far and those planned for the future.
- The draft of an English-language agreement coordinated with the cooperation partner abroad (English templates are available from the International Office).
- A short description of the partner university, including a contact address.
- If applicable, an explanation of the financial and staffing situation with regard to the implementation of the intended activities.

Advising and Implementation:

The International Office advises the faculties with regard to the preparation, execution, and implementation of the mutually agreed objectives and contents of the agreement. It also offers advice on financing opportunities and provides agreement templates in English upon request.

Review and Signing:

After a legal review by the International Office and – if necessary – a formal legal review of the draft agreement by the legal expert of the D2 and possible consultation with the faculty, the matter is submitted to the Dean for signature. The faculty is responsible for forwarding it to the other party.

Archiving and Publication:

Upon receipt of the signed agreement, a copy remains with the International Office for archiving and maintenance of the International Office's database while the faculty keeps the original.

The contracts are published as follows:

- University homepage “Campus International” → International Profile
- In the Higher Education Compass database of the German Rectors' Conference (HRK)
- In the Potsdam university magazine Portal

Data Management and Updating:

In the event of termination and changes to the terms of the agreement, the Director of the International Office must be notified immediately.