International Agreements

The University has for centuries operated at an international level and does so increasingly. International activities can take place in a variety of forms, from a short-term, relatively informal arrangement between research groups to long-term and complex research collaborations involving several Departments. International engagements can provide substantial benefits for the University but they also bring risks above and beyond those associated with domestic engagements. Those risks have the potential to damage the University’s academic focus and reputation as well as to cause financial and legal damage. International collaborations that require University staff to spend time abroad may have implications for the University’s tax status in the relevant country and may incur significant additional cost for the University.

This protocol has been drawn up by the International Strategy Office (ISO), Legal Services, the Research Office and the Finance Division, and reviewed by Education and Student Policy. It is designed to assist Schools, Faculties, Departments, subsidiary companies and other University bodies or institutions considering entering into agreements with international partners to follow due process and assess and manage the risks associated with those agreements.

The term ‘agreements’ embraces letters of intent, memoranda of understanding, memoranda of agreement, contracts, and all similar bilateral or multi-party documents. The term ‘international partners’ means any entity not governed exclusively by the laws of England, Wales, Scotland or Northern Ireland and includes (without limitation) higher education institutions, governmental and non-governmental institutions, charities as well as commercial entities and individuals.

This protocol does not include agreements entered into by Cambridge University Press or Cambridge Assessment; nor standard research collaboration agreements negotiated and administered by the Research Office, which are governed by existing procedures and on which the Research Office will liaise with the ISO as appropriate. Nor does it include agreements with international licensees or partners, negotiated and administered by Cambridge Enterprise, CUTS, IFM ECS, JBSEEL or CISL, which conduct their own due diligence and risk management procedures and routinely liaise with the ISO.

The protocol is also designed to provide better coordination of the University’s international activities to avoid overlap or competition in the same region.

Guiding principles

Agreements may not be intended to be legally binding and may contain statements to that effect. However, when entering into an agreement with an international partner, there is always a question as to how that agreement might be interpreted in the international partner’s own jurisdiction. It cannot be assumed that no liability will be incurred even if the document appears to be non-binding on the face of it. Furthermore, even when agreements are non-binding, they may create expectations on the part of the international partner which are subsequently difficult to meet.

Since Departments, Faculties, and the Schools are not separate legal entities, distinct from the University, notwithstanding any wording to the contrary, ultimate legal liability rests with the University (not the Department, Faculty or School), although financial liability will devolve to the Faculty, Department or School that has incurred the liability, as prescribed by the University’s Financial Regulations.

All agreements with an international partner should be in accordance with the following principles:

1. The agreement is compatible with the charitable purposes of the University as defined in its Statutes and Ordinances, as well as compliant with the University’s Financial Regulations.
2. The purposes of the agreement fall within the University’s mission.
3. Where an agreement relates to collaborative educational provision, it shall pay due regard to the General Board’s requirements concerning collaborative provision [www.admin.cam.ac.uk/offices/education/placement/index.html] and any future amendments to those requirements.
4. Neither the existence of the agreement nor any of its terms will require action that is illegal, discriminatory, limit freedom of inquiry, suppress or falsify academic research, or create unacceptable conflicts of interest for the University.
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5. Neither the existence of the agreement, nor any of its terms will damage the University’s reputation and any agreement shall include appropriate wording to protect the University’s brand by including provisions regulating publicity and the use of the University’s name and trade marks in accordance with the University’s Ordinances.

6. The agreement takes ethical, safety and political considerations into account.

Procedure

1. Any Department, Faculty, School, subsidiary company or any other University body or institution or individual proposing to enter into an agreement with an international partner in the name of the University (or where an international partner has a reasonable perception that this is the case) should:
   (a) Ensure the support of the Head of Department/Faculty Board/Head of School/Board of the institution, with an appropriate paper trail;
   (b) Inform the ISO at the outset of the process, before any commitments are made or documents drafted;
   (c) If any University member is to spend time abroad as part of the proposed arrangement or if funding is changing hands, agree clear arrangements with the Finance Division for tax and payment considerations which may require the Finance Division to seek external advice on local tax requirements in the international partner’s jurisdiction; and
   (d) Identify an adequate source of funds for any external advice and/or project management costs that may be required to implement the proposed project.

2. The ISO will provide analysis to determine the proposal’s co-ordination with University priorities and will consult Education and Student Policy with respect to whether the proposed agreement should be referred to the Education Committee, the Standing Committee on Student Mobility, or the Board of Executive and Professional Education, and with the Finance Division to determine whether the approval of the Finance Director is required. A proposal that carries a heightened reputational risk may be referred by the ISO to the Advisory Committee on Benefactions, External and Legal Affairs (ACBELA) for advice. The expectation is that ACBELA’s advice will be accepted by the University body making the proposal and by those asked to sign agreements on the University’s behalf. The ISO will also work with the Legal Services Office for assistance in drafting appropriate contractual documents. A range of guidelines, checklists and template agreements are available on the ISO website to assist this process.

3. Where activities are being provided through a University subsidiary company, provision must be consistent with the terms of the subsidiary company’s Memorandum of Understanding with the University. The subsidiary company must obtain the relevant approvals required by its MoU and keep the relevant School informed.

4. In respect of any international agreements proposed by a Department, Faculty, School or other academic body (for example a Strategic Research Initiative), the ISO should be involved during the course of subsequent discussions and/or negotiations with an international partner, and will provide the advice and/or analysis needed to support the proposal and the University during this process. The final version of any agreement should be sent to the International Strategy Office for review a minimum of three weeks prior to signing.

5. Agreements must be signed on behalf of the University or institution in accordance with the University’s Financial Regulations. Cross-institutional agreements will normally be signed by a Pro-Vice-Chancellor or, in exceptional cases, by the Vice-Chancellor.

6. In respect of any international agreement entered into by a Department, Faculty, School or other academic body, a copy of the final, signed agreement should be lodged with ISO. Subsequent to signing, the ISO will liaise with the relevant parties to monitor the implementation and effectiveness of the agreement, and to ensure that it is bringing the expected benefits to the signatories.

This protocol will be kept under review, and supplemental guidance issued as appropriate.