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## **A Move-Step Analysis of Inter-University Agreements**

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*To my father*

*The 'real world' is to a large extent unconsciously built upon the language habits of the group. No two languages are ever sufficiently similar to be considered as representing the same social reality. The worlds in which different societies live are distinct worlds, not merely the same world with different labels attached... We see and hear and otherwise experience very largely as we do because the language habits of our community predispose certain choices of interpretation (Edward Sapir, 1929: 69)*

## **ABSTRACT**

Inter- University Agreements (IUAs) are legal documents designed for achieving cooperation among universities. In Cuba, International Relations Officers and translators are the ones responsible for writing or translating these agreements which are mainly prepared in Spanish and English. In spite of the significance of these documents, they might not be as effective as they are meant to be, especially when written in English. This is mainly due to the fact that these agreements use specific lexis, structures and style typical of the legal document style. The purpose of this thesis is to describe the linguistic and communicative characteristics of IUAs in terms of moves and steps. As a result of this study, its author proposes three diversified intercultural models that Cuban international officers and translators could follow when preparing or translating an IUA into English. From a linguistic point of view, this thesis makes a contribution to the study of specialized texts (mainly legal, business and diplomatic). It is also hoped that this study will increase the competence of Cuban experts, professors and staff when communicating with foreign institutions, especially those who had adopted English as their lingua franca. The methodology proposed in this thesis, could apply not only to official academic documents but to any other document related to the fields of legal, diplomatic or business communication.

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## INTRODUCTION

The University was conceived as a free land where international exchange of knowledge is meant to evolve in a reality without borders. Internationalism is the institutional *metamorphosis* [highlighted by editor] a university must undergo in order to achieve the international and inter-cultural integration of its heritage (Universia Peru, 2007). These ideas are particularly useful to illustrate how important inter-institutional exchange is for the development of universities. However; adaptation to new realities is an indispensable factor to be taken into account when trying to achieve such a major goal.

Fortunately, Cuban Higher Education Centres (C.H.E.C.) are acquainted with this reality and they work very hard to stay in close communication with overseas institutions in order to exchange knowledge, carry out joint ventures, share achievements and even work together to eliminate deficiencies. This could result in more integrated, multi-disciplinary and international universities.

Inter-University Agreements (IUAs, also known as Frame Agreement, Memorandum of Understanding or Agreement) emerged as the legal tool designed for achieving such ambitious purposes. These documents establish joint work plans, academic exchanges, specific actions and goals to be achieved in certain periods of time; but above all these things, these agreements establish cooperation based on international and intercultural integration. In other words, these documents determine the relations among institutions and also their international scope.

In spite of the significance of these documents, they might not be as effective as they are meant to be, especially when written in English by non-native speakers of the language or when written in English and intended for non-native speakers. This is mainly due to the fact the ideas included in the definitions, articles or terms of these agreements are not precise enough to be understood across cultural and linguistic divides. As a consequence, misunderstandings or even a termination of relations may occur.

One of the main problems is the fact that agreements are written in legal language but also filled with legal jargon. They incorporate elements from diplomatic and business communication although they still have their own style. In their content, agreements show a great amount of terms, abbreviations, conventional symbols and contractions, set phrases and expressions, peculiar grammatical structures and a particular vocabulary.

They also include the usage of archaisms, Latinisms, aphorisms, and follow a generally established text structure.

According to Mena (2005: 121-123), *el lenguaje de un documento oficial condiciona a un sistema de la lengua distinto al de la lengua habitual y a una selección o especialización de sus formas léxicas, sintácticas y estilísticas*. That is why writing an IUA could be very difficult even in someone's own mother tongue. In a situation when they have to be written in or translated into a foreign language such as English, their writing could turn out to be even more problematic.

In Cuba, International Relations Offices are responsible for the writing of Inter-University Agreements which are mainly prepared in Spanish and English, the language commonly adopted by the international academic community for undertaking exchanges among institutions where different languages are spoken. At Cuban universities, it is common practice to use IUA templates which are written in Spanish and ready to be used. What needs to be done then is to fill in the blanks with the data of the institutions involved. The templates have been effective for negotiating cooperation with Spanish speaking universities; however, they have not been for establishing cooperation with non-Spanish speaking institutions.

Unfortunately, it has also become a common practice that whenever a Cuban university wants to establish a relationship with a non-Spanish-speaking institution, international relations officers translate or have these templates translated into English. Most of the time, the documents are translated or elaborated (in case the templates must be changed somehow) by International Relations officers who speak English as a foreign language or by translators with little experience in the field. As a result, the English rhetorical elements for this text genre (which are not necessarily similar to those in Spanish) are not taken into account. Thus, translations or productions which could be ambiguous or even lack sense could be found.

According to Mendiluce Cabrera (2004), the main obstacle a Spanish speaker could face when writing an official document in English is the lack of understanding of its rhetorical patterns; that is the appropriate organization and transmission of this knowledge according to the discursive conventions of the particular English-speaking community.

It therefore seems a good idea to apply Vazquez' *metamorphosis* in order to change this state of affairs and to reinforce all the efforts leading to a more effective communication and improved relationships among universities.

Based on the previously described situation, the **research problem** of the present study is the following: **What specific moves and steps Cuban international relations officers or translators need to follow when writing or translating Inter-University Agreements into English?**

Studies on Special Languages (SL) and specific genres had become a popular research topic in European linguistics in the 1970s and 1980s. In North America, the study of SLs and intercultural rhetoric is currently gaining renewed popularity. Several authors have addressed the description of legal English and its translation problems (Hiltunen, 1990; Bathia, 1997; Shiravi, 2004; Zralka, 2007, Tiersma, 2010). Most of these works deal with the language spoken in court or with official documents such as birth, death, marriage or academic certificates. It is also possible to find, through literature, works related to contract translation and diplomatic translation (Farnsworth, 1990; Tiersma, 1999; Fuentes 1999; Smejkalová, 2009). Those works are indeed useful for the current research in terms of theoretical foundations and methodological approaches. Most of them address terminology and phraseology patterns, stylistic questions or focus on morphological or lexical aspects such as the use of abbreviation and acronyms.

On the other hand, the Move-Step Analysis Approach (Swales 1990, 1993, 1996; Dudley-Evans 1994; Connor, David and De Rycker 1995; Melander et al 1997, Nwogu 1997; Lewin, Fine, and Young 2001) proved to be especially useful for this research as the purpose of the author is to provide international relations officers and translators with a complete description of IUAs written in English. The Move-Step Analysis approach, first developed by Swales (1990), focused on particular text types and various organisational patterns that expose the typeness categorisation. In this approach, the notion of genre was introduced to cover the similarities in organization in texts that are of the same kind (global, grammatical and lexical).

It is important noticing that no reference to any previous genre based studies focused on IUAs has been found by this author. The Move-Step Analysis of these agreements still remains an unexplored area.

This leads to the **main objective** of this project: **To describe the linguistic and communicative characteristics of IUAs in terms of moves and steps in order to provide three diversified intercultural models that Cuban international officers and translators could follow when preparing or translating an IUA into English.**

This study may have an impact on the writing or translation into English of this kind of documents. Moreover, the knowledge gained in this study may help to make these documents easier to understand by an English speaking audience. To accomplish her goal, the author of this thesis has used studies on genre, register, discursive community, corpus linguistics and contrastive rhetoric as theoretical foundations of her research.

In harmony with all the ideas previously stated by the author, the following **hypothesis** is put forward:

**The appropriate Move-Step Analysis of IUAs written in English will help Cuban international relations officers and translators to produce and understand agreements in English or translate them from Spanish to English, more effectively and easily.**

The **specific objectives** of this dissertation are as follow:

- To determine the information sequence in terms of moves and steps of IUAs written in English and used to establish academic cooperation among universities.
- To identify the moves employed in IUAs attending to their generic purposes.
- To describe each move found in English language IUAs.
- To identify the steps contained in each move.
- To analyse and describe the most typically found sentence structures contained in the steps.
- To analyse and describe the vocabulary contained in the steps.

In order to successfully accomplish these goals, the author will attempt to answer the following **research questions**:

- What is the preferred information sequence in terms of moves that characterize the IUAs as a genre?
- What typical linguistic resources are employed to present different moves and make claims?
- What typical linguistic resources are employed to present the steps contained in the moves?
- What is the preferred sentence structure contained in the steps?
- What comes to characterize the vocabulary found throughout the steps?

The **object of study** of this dissertation is syntactic and semantic Move-Step Analysis of Inter-University Agreements used in an International Relations environment. The **field of action** is Contrastive Rhetoric.

In order to carry out this investigation a sample of twenty six (26) Inter-University Agreements was chosen for analysis. Twenty one (21) of these documents come from countries where English is an official language, and five (5) of them come from countries where English is spoken as a foreign language by more than the fifty (50) percent of their entire population. The criteria followed by this author when choosing the appropriate documents for analysis will be described in Chapter II: Methodology of Analysis.

In its qualitative and quantitative analysis of its object, this research is based on the dialectical-materialistic approach. Therefore, the following research methods have been used:

### **Theoretical Methods**

Historical-Logical: This method will be employed to study the logical and historical development of the main theoretical principles used in this dissertation.

Analysis-synthesis and abstraction: This method will help to contrast, analyse, evaluate and then generalize the existing tendencies and the collected data (the IUA samples) for the purpose of this dissertation.

Induction-deduction: Through the process of analytical induction, this method allows to make deductions, analysis and abstractions which are subsequently used in the corpus analysis.

### **Empirical Methods**

Traditional document analysis: A detailed textual and documentary analysis will be carried out. For this analysis, written material will be used and historical context and background will be taken into account.

Interviews: International Relations officers, translators and linguists whose studies focus on genre analysis and Applied Linguistic will be interviewed. These interviews will determine necessities and theoretical foundations later used in this project.

Surveys: Surveys distributed to translators and International Relations officers will be analysed in order to identify the actual need and pertinence for this research.

Observation: In a first stage, the author observed and analysed the communicative shortcomings of international relations officers and translators when writing or translating

IUAs into English. In a second stage, the author will use the observation method to realize the way in which IUAs, written in English by English speakers, are produced.

Content Analysis: This method will be used to determine IUAs' information sequence regularities. Furthermore, it will help to identify the rhetorical patterns later included in the model proposed by the author.

Lexicometric techniques: Lexicometric methods for frequency analysis and identification of lexical similarities will be used. These techniques will be able to identify regularities as to the rhetorical uses of English speakers when writing an IUA.

All of these methods will be explained in more details in the second chapter.

The dissertation is divided into three chapters: Chapter I which establishes the theoretical framework; Chapter II which focuses on the research methodology, and Chapter III which presents the most important results and findings of the research. Below, the specific topics dealt within each chapter will be briefly explained.

**Chapter I** outlines the dissertation's theoretical framework. In that section, the most general definitions and theoretical concepts in relation to the linguistic research are presented. Definitions include the concept of special languages, register, discursive community, genre, corpus linguistics, contrastive rhetoric and intercultural communication. Furthermore, the discourse community of those who use official academic documents is described.

The work of linguists whose research is essential for this project has been described and referenced in this chapter. Those include, Sager, Dungworth and Mc-Donald (1980); Hutchinson and Waters with their theory of English for Specific Purposes (1987); Firth (1968), Pike (1967), Halliday (1978) and the Prague School (experts in register); Hyon (1996), Yunick (1997) and Swales (1990); McEnery & Wilson (1997), Biber, Conrad, and Reppen (1998), Leech (1991) (experts in corpus linguistics); Edward Sapir and Benjamin Whorf, 1958; Kaplan, 1987; Connor, 1999; Fernández Polo, 2002; Oliver del Olmo, 2004; Mendiluce Cabrera, 2004; Hyland, 1998; Crismore y Farnsworth, 1990; Pérez Ruiz, 2001 (contrastive rhetoric).

In **Chapter II** the methodology of analysis applied by the author is explained through examples. The author describes the agreements used and analyses their corresponding linguistic and communicative units. Criteria taken into account when choosing the sample are also explained.

**Chapter III** presents the Moves and Steps of IUAs in context. In this chapter, the reader also explains the results of the analysis of the Inter-University Agreement Corpus. The

author proposes different models of IUAs to be followed by international relations officer or translators.

The dissertation is completed with the conclusion section where the reader will find the most important implications and applications of the research carried out for this thesis. The last part of this dissertation includes a list of the referenced works and appendices where the reader can find the complete version of the texts analysed.

The **scientific contribution** made by the current project lies in the linguistic and communicative description of the IUA characteristics in order to fill the information gap around these particular documents. For the first time, a description of this type focuses on rhetorical patterns of the English language. This research also provides recommendations for Cuban International Relations specialists and translators for writing more effective international agreements in English.

From a general linguistic point of view, this project makes a contribution to the study of specialized texts, mainly legal, business and diplomatic texts. It provides explanations, recommendations and regulations which could be very useful for inverse translation, i.e. from Spanish to English. From a more specific point of view, the proposed guidelines will contribute to the knowledge about IUAs' linguistic and rhetorical structures.

It is also hoped that, this study will result in more joint international projects, academic actions, student and staff exchange, since it shall increase competence of Cuban professors and academic staff when communicating with foreign institutions, especially those who had adopted English as their lingua franca. Furthermore, this study shall also contribute to the teaching and learning of English as a foreign language.

Finally, the methodology proposed in this thesis, could apply not only to official academic documents but to any other document related to the fields of legal, diplomatic or business communication.

## **CHAPTER I THEORETICAL FRAMEWORK**

### **1.1 Special languages**

Considering that Inter-University Agreements are written using a special language, i.e. the language of official documents, the author of this dissertation devoted a section for talking about special languages: its origins, definitions and classifications.

When talking about Special Languages, we shall take Sager, Dungworth and McDonald's (1980:38) ideas as a stepping stone: *Special languages develop in direct response to socio-economic change. They are dependent on user groups and their needs.*

These ideas suggest that the development of Special Languages (SLs) has been closely related to the development of society as well. Through the centuries, human beings have achieved important scientific, economical, industrial and technological successes, thus changing significantly their physical and social environment. It seems that during that process they also received some help from 'communication' and 'language'. 'Communication' was the bridge to access, discover and share all these victories while 'language' managed to satisfy all the emerging communicative needs from the different fields of knowledge. Thus, Special Languages (also called languages for specific purposes) i.e. languages for different specialties, emerged. Society created them and they kept evolving, first gathering terminology, then developing their own phraseology, and later acquiring a specific rhetorical organization. This combination led to the establishment of the main features of different specialized discourses. According to Pitch and Draskau (1985), it is exactly this need for precision and economy that allowed SLs to emerge. Five years before, Sager, Dungworth and McDonald (1980:38) had made reference to this fact by stating: *Special languages develop to allow society to designate and differentiate among the designations more precisely and in greater detail than is necessary in everyday communication.*

The 20th century witnessed several educational, economic and linguistic transformations. It was precisely in that century that some authors began talking about the concept of SLs. Nowadays, several definitions of SLs can be found in the literature.

### **1.1.1 SL Definitions**

Throughout all of these years, several definitions and terms have been developed and used in relation to SLs. Some of the most popular terms are: Special Languages (this term is the one adopted by the author of this thesis), Restricted Languages, and Languages for Specific Purposes, among others. It is important to notice that only five definitions of SLs have been considered relevant to this project (Halliday, McIntosh and Strevens' (1964), Firth's (1968), Sager, Dungworth and McDonald's (1980), Cabré's (1993), Glaser's (1995)).

The ideas included in these five definitions were crucial for establishing some of the theoretical basis of this research. Besides, these definitions illustrate the evolution criteria for the development that SLs have undergone. The five definitions are listed below.

*Some registers are extremely restricted in purpose. They thus employ only a limited number of formal items and patterns, with the result that the language activity in these registers can accommodate little idiolectal or even dialectal variety. Such registers are known as **RESTRICTED LANGUAGES**. This is by no means a clearly defined category: some restricted languages are more restricted than others. Extreme examples are 'the International Language of the Air', the permitted set of wartime cable messages for those on active service, and the bidding code of contract bridge. Less restricted are the various registers of legal and official documents and regulations, weather forecasts, popular song lyrics, and verses on greeting cards. All these can still be regarded as restricted languages (Halliday, McIntosh and Strevens, 1964: 96).*

*In Firth's words a 'restricted language' serves a circumscribed field of experience and can be said to have its own grammar and vocabulary (Firth, 1968: 106).*

*Special languages are semiautonomous, complex semiotic systems based on and derived from general language: their use presupposes special education and is restricted to communication among specialists in the same or closely related fields (Sager, Dungworth and McDonald, 1980: 69).*

*En este trabajo utilizamos el término lenguajes de especialidad o lenguajes especializados en el sentido de subconjuntos del lenguaje general caracterizados pragmáticamente por tres variables: la temática, los usuarios y las situaciones de comunicación (Cabré, 1993: 139).*

*I tentatively define an LSP text as a coherent and complete utterance in a social sphere of activity which refers to a job-specific subject or state of affairs. It is constituted by general and specific linguistic means and may include non-linguistic visual elements which convey further information (e.g. symbols, formulae, graphs, flow charts, and various kinds of illustration) (Glaser, 1995: 166).*

It is to be expected; therefore, that the specificity of purpose undergone by SLs will have its specific formal realisations both at the lexical and the grammatical levels. According to this author special languages could be seen in different special fields such as science, technology, commerce, industry, sports, and politics.

Thus, the analysis of previously cited definitions leads to the following set of statements:

- Special Languages cannot be separated from society's development and scope of activities.
- Special Languages are used but not restricted to a specific group within a society. People not belonging to a specific related field can be aware of its existence.

- Special Languages are not considered to be a group of isolated, artificially created, general language terms and expressions.

### 1.1.2 SL Classifications

Hutchinson and Waters presented their Classification of Special Languages in 1987. In their classification, the authors made reference to different terms that will be later discussed, in detail, by several linguists. Some of the terms used by these authors were English for Academic Purpose (EAP), English for Occupational Purposes (EOP), English for Business and Economics (EBE), English for Science and Technologies (EST) and English for Social Sciences (ESS), among others.

Sometimes, it is difficult to make a distinction between English for Academic Purposes and English for Occupational Purposes. Hutchinson and Waters made reference to this idea by saying: *This is of course, not a clear-cut distinction: people can work and study simultaneously; it is also likely that in many cases the language learnt for immediate use in a study environment will be used later when the student takes up, or returns to, a job* (1987: 16).

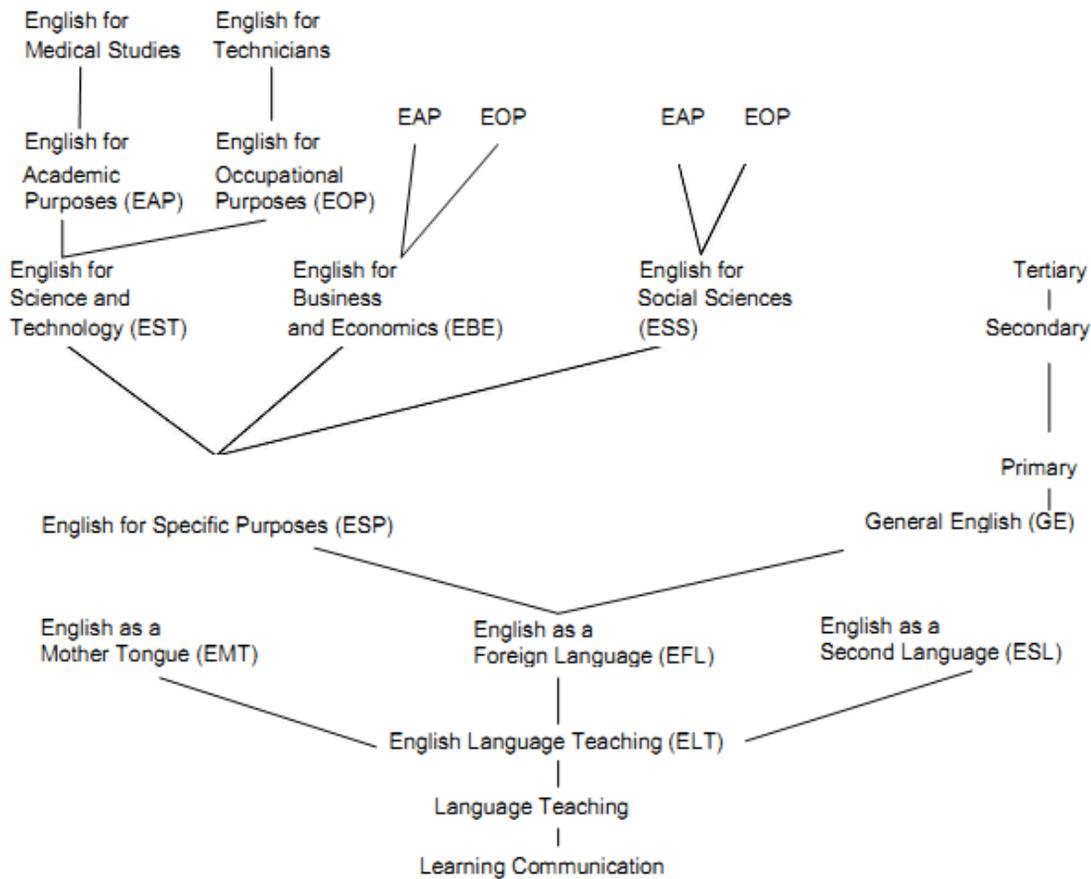


Fig. 1: Classification of Special Languages by Hutchinson and Waters (1987:17)

### 1.1.3 The language of IUAs

It would be easy to prove that the language used in IUAs belongs to the group of Special Languages. Taking into account the previously mentioned SL definitions as a reference point, it could be stated that:

- IUAs are a variety of the Official Document Style, i.e. they are official documents which serve a circumscribed field of experience.

- IUAs' language accomplishes specific purposes and, as a consequence, it has specific formal realizations.

-The main aim of IUAs is to reach agreement between two contracting parties, i.e. universities.

-IUAs follow similar compositional patterns (explained in Chapter II).

- The use of IUA language presupposes special education and it is restricted to communication among specialists in the same or closely related field, i.e. international relations officers, rectors/university presidents, directors, university lawyers and translators.

However, it could be somehow difficult to classify IUAs' language following Hutchinson and Waters SL classifications. IUAs are official documents used in an academic context and by an academic discourse community; however their content does not refer to any academic discussion, either on scientific results or a methodological approach. Its content is mostly legal with elements of both business and legal English.

## 1.2 Business English

According to Johnson (1993: 201) *Business English does not fit neatly into the generally accepted categorisations of ESP. Business English is much broader than other varieties of ESP because of the number of different purposes for which it is taught.*

This author however, agrees with Pickett (1986:02) who stated that: *Business English, though a part of ESP is much more complex than other areas. In other areas of ESP, specialist language is for intra-group communication and there is no need for a link to the general public.* Pickett likened Business English to the doctor-patient relationship in that doctors, as well as discussing with each other, also need to be able to relate to their patients in understandable language. Pickett's views on the place of Business English can be summarised in the following diagram - adapted from Pickett (1986a: 4).

GENERAL ENGLISH



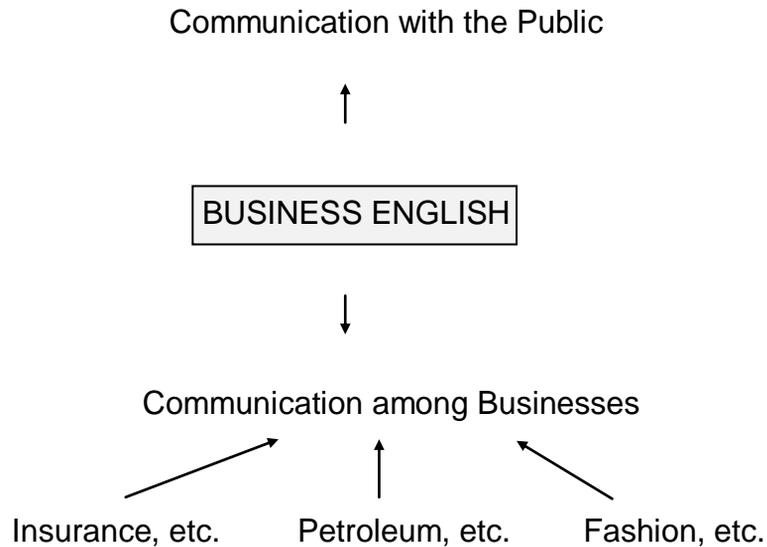


Fig. 2 After Pickett (1986a:4): The specialised language of particular businesses

Pickett's key points thus far were summarised in Pickett (1986b):

1. Business language looks out to the general public and inwards to a particular business. It thus in one way resembles General English, but it also contains many words and phrases unknown to the lay-person.
2. These distinctions have more to do with lexis and less to do with grammar, more written than spoken.
3. Business language can best be found in the 'forms and frameworks of conventionalised transactions, governed by the courtesies and formalities of business life which are to a large extent universal' (1986b:2).
4. Thus, while there is a grammar and lexis of Business English, its main content is sociolinguistic and pragmatic- the language showing 'sensitivity to subject matter, the occasion, shared knowledge and social relations holding between companies and communicators' (1986b:2).
5. Business English fits none of the conventional definitions of register 'but embraced all and probably transcended them' (1986b:3).

### 1.3 Legal English

According to Hiltunen (1990) (...) *modern legal English is essentially a kind of 'Creole', where the formative elements go back to an amalgamation of native resources and extensive borrowing. The borrowing was initially a whole sale process, since English as the language of the law ceased to exist for a period of some four centuries. Naturally, the idea of creolization would not be a realistic one, had English ceased to exist altogether during that time.*

According to Tiersma (2010) *a legal text is something very different from ordinary speech. This is especially true of authoritative legal texts: those that create, modify, or terminate the rights and obligations of individuals or institutions.*

Many pejorative adjectives have been used to describe the language of the law, including "wordy," "unclear," "pompous," and "dull." More specifically, the literature on legal language suggests that it differs in a number of ways from ordinary speech. The list above contains some of the more commonly mentioned, stereotypical ways that legal language is thought to differ from ordinary speech. (The examples were taken from Tiersma, 2010).

1. Technical terminology and borrowings (such as testator, libel per quod, hedonic damages).
2. Archaic, formal, and unusual or difficult vocabulary (such as said/aforesaid; to wit; hereinafter).
3. Impersonal Constructions (avoidance of the first and second person pronouns "I" and "you"; judges referring to themselves as "the court").
4. Nominalizations ("the injury occurred...").
5. Passive constructions ("the girl was injured...").
6. Multiple Negations ("innocent misrecollection is not uncommon").
7. Long and Complex Sentences (sometimes hundreds of words long).
8. Wordiness and redundancy ("I give, devise and bequeath the rest, residue and remainder of my estate...").

As previously stated, legal documents are constantly labelled and perceived as very complicated. Hiltunen (1990:11) explains that the idea of making legal texts easy to understand is not new, but *it has gained its momentum in the last years especially in the United States.* According to this author, it was the consumer movement that triggered the voicing of demands to draft legal and other official documents in plain and understandable English. By introducing a promissory note in 'Plain English' in 1975, Citibank in New York made the first move. Many financial institutions copied the step. Soon, it was made compulsory that consumer agreements must be written in simplified language. This measure was followed by another one – in 1978 a bill imposing that official agreements should be written in - *clear and coherent manner using words with common and everyday meanings* was passed. Since then, similar laws have come into effect in several other

American states. Not surprisingly, the legal profession has not welcomed this reform. Hiltunen (ibid: 104) gives the reason.

*Some have contended that it is not really possible to write simplified legal documents that would be as precise, comprehensive and unambiguous as those written in the traditional legal language, and that a considerable number of new law suits are likely to arise due to the unpredictable consequences of using plain language.*

#### **1.4 Register: Origins and Evolution of the Term**

M.A.K Halliday was one of the first linguists who paid special attention to the concept of 'register'. According to this author, the term 'register' refers to *specific lexical and grammatical choices as made by speakers depending on the situational context, the participants of a conversation and the function of the language in the discourse* (Halliday 1989: 44). Halliday referred to two main types of variation in language, 'social' and 'functional'. Dialects are characterized by social or regional variation, whereas register concerns functional variation.

However, these two notions are not entirely independent of each other since *one man's dialect is another man's register*, Hudson (1993); i.e. linguistic features which are part of one speaker's dialect might belong to a specific register for another speaker. Nevertheless, many linguists hold the view that speakers often only control one or two social varieties of language (standard and dialect), while they use a *wide range of registers* (Barnickel 1982; Trudgill 1983; Halliday 1990; Biber 2000).

In contrast to dialect, which Halliday (1990: 41) defines as a *variety of language according to the user*, register focuses on the *variety according to use*. Thus, register is characterized by *differences in the type of language selected as appropriate to different types of situation* (Halliday et. al. 1964: 87), which means that there is a close relationship between language and context of situation.

##### **1.4.1 Register Classifications**

Two perspectives of register classification can be distinguished through literature. The first approach, as proposed by Hymes (1979), Quirk (1989) and Halliday (1990) is context-based. The second perspective differentiates registers on the basis of text collections (Biber 1995).

Context – based register classification

Dell Hymes developed the 'Model of interaction of language and social setting' (the so-called S-P-E-A-K-I-N-G model) to categorize speech situations. With the help of eight components, speakers may characterize the context of an interaction, and, thus, make correct use of language. Hymes' variables of discourse are: (i) setting, (ii) participants, (iii) ends, (iv) form and content of text, (v) key, (vi) interactional norms, (vii) medium and (viii) genre (Hymes, 1979). This approach, suggests that there are countless different language situations and, therefore, registers.

Quirk et al. (1989) do not define register explicitly, but they describe varieties according to the field of discourse, medium, and attitude. In fact, this approach conforms to Halliday's concept of register, although they never make use of this term. Yet, Quirk et al. (1989) present a "five-term distinction" to categorize linguistic varieties, and, thus, they narrow down the range of registers:

**very formal – FORMAL – neutral – INFORMAL – very informal**

The very formal variety of language (*extremely distant, rigid or frozen*; Quirk et al. 1989: 27) is often found in written regulations. Very informal language, which is also called '*intimate, casual, slangy, or hearty*' (ibid.) is used between family members or close friends. However, Quirk et al. point out that the inner three-way distinction of formal – neutral – informal is chiefly used to designate language.

On the other hand, Halliday et al. (1990) interpret this notion as a semantic concept which *can be defined as a configuration of meanings that are typically associated with a particular situational configuration of field, mode, and tenor. The linguistic features (specific expressions, lexicon-grammatical and phonological features) and the particular values of the three dimensions of field, mode and tenor determine the functional variety of a language* (Halliday 1994: 22). These three parameters can be used to specify the context of situation in which language is used.

**Field of discourse** is defined as *the total event, in which the text is functioning, together with the purposive activity of the speaker or writer; it thus includes the subject-matter as one element in it* (Halliday 1994: 22). The field describes activities and processes that are happening at the time of speech.

The **mode of discourse** refers to *the function of the text in the event, including therefore both the channel taken by the language – spoken or written, extempore or prepared – and its [genre], or rhetorical mode, as narrative, didactic, persuasive, 'phatic communion' and so on* (Halliday 1994: 22). This variable determines the role and function of language in a particular situation.

**Tenor of discourse** describes the people that take part in an event as well as their relationships and statuses. *The tenor refers to the type of role interaction, the set of relevant social relations, permanent and temporary, among the participants involved* (Halliday 1994: 22). There might be a specific hierarchy between the interlocutors or they may have only a temporary relationship.

Halliday's concept of register is rather broad and does not provide a set of clear-cut registers. According to his definition and approach, many different kinds of register exist in language. He only distinguishes closed and open registers from each other. Closed (or restricted) registers have a number of possible terms that are *fixed and finite and may be quite small* (Halliday, 1990: 39). Examples for closed registers include the 'language of the air' or 'the languages of games'. Sometimes, these registers are a special language of their own. In open registers, *the range of the discourse is much less constrained* (Halliday, 1990: 39), e.g. in letters and instructions. Nevertheless, Halliday points out that there are no registers that are entirely open. *The most open-ended kinds of register are the registers of informal narrative and spontaneous conversation* (Halliday, 1990: 40). It does not become entirely clear in Halliday's approach how many registers exist and how they can be separated from each other.

Hymes, Quirk et al. and Halliday have similar notions of register. They focus on the context of communication and they identify registers on the basis of this knowledge.

#### Text-based register classification

Douglas Biber (1995) defines registers as *situationally defined varieties*. He also agrees with Halliday in that *important components of the situational context include the purpose of communication, the physical mode (spoken or written), the production circumstances, and various demographic characteristics of the speaker/writer* and that they must be taken into consideration (Biber 1999: 5). However, Biber chiefly focuses on the grammatical characteristics of different text types (cf. Biber 1999: 8). He does not infer from the context which linguistic features will probably occur in a text. Rather, *he looks at register only from the text end as a set of texts that exhibit relatively high/low frequencies of occurrence of particular grammatical features* (Teich 2003: 27). Biber distributes registers to different kinds of texts, and afterwards he investigates linguistic differences or similarities. *Registers share many linguistic features – such as nouns, pronouns, verbs, adjectives, etc. – and they are distinguished by the relative use of these features* (Biber 2000: 136). According to Biber, several linguistically and situationally similar kinds of texts constitute a register.

In his corpus-based approach to English grammar, Biber (1999) considers four major registers: conversation, fiction, newspaper, and academic prose (cf. Biber 1999: 8). However, he also points out that registers can be defined *at almost any level of generality* (Biber 1999: 15). The four registers in his approach can be further subdivided, e.g. newspaper writing includes news reportage and editorials, as well as reviews (cf. Biber 1999: 17). This means that there is, like in Halliday's approach, a considerable number of possible registers. In his analysis, Biber examines lexical-grammatical structures of text samples from each register and concentrates on the actual use of these features in different varieties of English (Biber 1999: 4). In this way, he can describe a specific register according to its linguistic features, and it is possible to distinguish the major registers from each other, with more or less clear-cut boundaries.

Taking into consideration the previously described register classifications, IUA language would belong to a written technical field with a polite and formal nature. However, this formal nature seems to be insufficient to describe the relations established in the academic community. That is why the author of this project will complement these criteria with the concepts of genre and discourse community.

## **1.5 Genre**

### **1.5.1 Understanding the concept of 'genre'**

Through the years, many authors have studied the phenomenon of 'genre'. Here we offer some of the definitions taken into account in order to establish further theoretical conclusions.

Martin (1984: 25), defined genre as *a staged, goal-orientated, purposeful activity in which speakers engage as members of our culture [...] that contexts both of situation and of culture are important if we are to fully interpret the meaning of a text*

Swales (1990: 58) states that: *A genre comprises a set of communicative events, the members of which share some set of communicative purposes. These purposes are recognized by the expert members of the parent discourse community and thereby constitute the rationale for the genre. This rationale shapes the schematic structure of the discourse of the discourse and influences and constrains choice of content and style. Communicative purpose is both a privileged criterion and one that operates to keep the scope of a genre as here conceived narrowly focused on comparable rhetorical action. In addition to purpose, exemplars of a genre exhibit various patterns of similarity in terms of structure, style, content and intended audience. If all high probability expectations are realized, the exemplar will be viewed as prototypical by the parent discourse community.*

*The genre names inherited and produced by discourse communities and imported by others constitute valuable ethnographic communication, but typically need further validation.*

On the other hand, Eggins (1994: 56) states that: *genre is a purposeful cultural event that is realized through schematic structure and realizational patterns*".

Bathia (2002: 22-23), defines Genre Analysis as *the study of situated linguistic behaviour in institutionalised academic or professional settings, whether in terms of typification of rhetorical action, as in Miller (1984), and Berkenkotter and Huckin (1995); regularities of staged, goal oriented social process, as in Martin, Christie, and Rothery (1987) and Martin (1993); or consistency of communicative purposes, as in Swales (1990) and Bhatia (1993).*

These definitions are not necessarily stating the same. All of them incorporate new elements into the concept of genre. This diversity is mainly due to the fact that authors do not share the same intellectual backgrounds, educative contexts and positions in relation to the language-society relationship.

Bathia (2002:3-19) shows two different perspectives in which genre analysis can be carried out. These ideas come to widen the field of genre analysis.

*In recent years, it has become multi-faceted too, often prompting varied perspectives on analyzing genre. One often wonders whether there are any common elements in terms of theoretical paradigms, methodological frameworks or spheres of application [...] Oftentimes, such a variation in approaches has also been prompted by different motivations for the analysis: a specific application of findings, a more socio-critical look at what people do with language, or a theoretical issue or focus. In whatever way one may define it, either as -typification of social and rhetorical action, as in Miller (1984), and Berkenkotter & Huckin (1995), as regularities of staged, goal oriented social processes as in Martin (1993), or as consistency of communicative purposes, Swales (1990) and Bhatia (1993), genre analysis is often viewed as the study of situated linguistic behaviour.*

The following definition, stated also by Bathia (2002), promoted the view that genre studies should go beyond the boundaries of Applied Linguistics .

*(...) although genre analysis is seen as applied in concern, and as such puts a heavy premium on conventional use of language, it is versatile and dynamic in nature, essentially explanatory rather than purely descriptive, narrow in focus, but broad on vision, and has a natural propensity for innovation and exploitation (...)*

Nowadays, genre studies cover a number of different fields and domains. In addition, new genres such as online journals, cultural blogs, and websites emerge in different contexts.

### **1.5.2 Register vs. genre**

It is a fact that frequently the terms 'register' and 'genre' are used in an interchanging fashion, without drawing any distinctions. For some authors like Biber (1994: 51-53 and 1995: 710) 'register' and 'genre' cannot be separated from each other. However; Kress (1993: 35) states that 'genre' is just one of the register's components.

Nowadays 'genre' is considered to be *theoretically and pedagogically most useful and most practical to work with (...), like two different points of view covering the same ground* (Lee, 2002: 37-38).

Bathia (2002: 30), states that a linguistic genre analysis could also take into account the specifications of each discipline. This could result in more multi-disciplinary studies. *The concept is so versatile that, on the one hand, it can account for variation across genres, while on the other hand it can also account for variation across disciplines, without creating any tension between discipline and genres.*

The author of this dissertation will follow Bathia integrationist approach. This approach can integrate register and genre concepts with the features resulting from the description of the academic discipline.

### **1.6 Discourse Community**

According to Swales School, genre studies cannot produce results without the study of the corresponding Discourse Communities (DC). There are different terms in use with relation to DC. In this project, the author will refer to the following terms: 'community of profession', 'language community' and 'speech community'.

According to Goode (1957: 195-201), 'community of profession' can be defined as follows:

1. Its members are bound by a sense of identity.
2. Once in it, few leave, so that it is a terminal or continuing status for the most part.
3. Its members share common values.
4. Its role definitions vis-à-vis both members and non-members are agreed upon and are the same for all of the members.
5. Within the areas of communal action there is a common language which is understood only partially by outsiders.
6. The community has power over its members.

7. Its limits are reasonably clear, though they are not physical and geographical, but social.

8. It controls the next generation through selection, training and socialization.

It is important to notice that the definition provided by Goode has a professional nature rather than a linguistic one.

On the other hand, Strevens, McIntosh and Halliday (1964: 5-37) defined 'language community' in a linguistic context: *The language community is a group of people who regard themselves as using the same language.*

However, this definition does not establish any dimensions or boundaries for this group of people. The authors consider only one element to define a community- the language. According to Mendiluce Cabrera (2004) Strevens, McIntosh and Halliday definition is based on group awareness, this would make it impossible to know who is a member of the group and who is not.

On the other hand, 'speech community' seems to be more related to the 'discourse community' term. Swales (1990), has made evident his preference for the term 'discourse community' over 'speech community'. He believes that there are several reasons which support his choice, e.g. environment differences, needs and social texture.

When talking about 'environment differences', Swales refers to an opposition between oral communication and written communication. According to this author, 'discourse community' is more likely associated with the standards of writing standards than to the oral ones. This preference implies communication uniformity given the fact that the norms of written language diminish geographical differences. Swales states that through standardized writing, many 'localities' and 'parochialities' can be removed from the language.

The author also states that every community has its own needs and requirements. Thus, while 'speech community' focuses on solidarity and socializing needs, 'discourse community' focuses on communicative goals.

'Social texture' makes a distinction between the centripetal forces of a 'speech community' and those of the 'discourse community' (Mendiluce Cabrera, 2004). On one hand, 'speech community' tends to absorb group members through natural or casual circumstances. On the other hand, 'discourse community' members are absorbed by education, qualifications and persuasion and they are divided up into different subgroups according to their own interests.

Finally, Swales defines 'discourse community' by using the following criteria:

1. A discourse community has a broadly agreed set of common public goals.
2. A discourse community has mechanisms of intercommunication among its members.
3. A discourse community uses participatory mechanisms primarily to provide information and feedback.
4. A discourse community utilizes and hence has at its disposal one or more genres that serve the communicative advancement of its aims.
5. In addition to owning certain genres, a discourse community also acquires some specific lexis.
6. A discourse community has a threshold level of memberships with a suitable degree of relevant content and discursal expertise.

#### **1.6.1 Academic discourse community**

As any other discourse community, Academic Discourse Community (ADC) is also characterized by a group of people who are held together by their characteristic ways of talking, acting, valuing, interpreting and using language (Adapted from Barton and Hamilton, 2004: 14).

As Gee (2002:160) points out, *DCs require distinctive ways of 'being and doing' that allow people to enact and/or recognize a specific and distinctive socially situated identity.* Similarly, ADC require specific kinds of language use and literacies - sometimes called 'registers', 'codes' (Bernstein, 1990, 1996) or 'social language' (Gee, 2002).

Full acceptance or integration into ADC requires members to know the rules and have the ability to practice specific kinds of language unique to this community. According to Lave and Wenger (1991) this theory of 'legitimate peripheral participation' holds that newcomers to a community of practice earn admission into a discourse community only through increasing practice and use of the rules and conventions governing that specific kind of discourse; people wishing to be full members in a community of practice must start at the periphery of that culture and, with greater knowledge and use of a discourse, gain increasing legitimacy in that community (Lave and Wenger, 1991).

ADC might be considered as a combination of different discourse communities as long as they are all related to education and scholarship. Thus examples of ADCs include elementary school discourse community, high school discourse community, university discourse community, etc. That way, people interacting in the same educational

environment could form sub-varieties of the same DC. Given the fact IUAs are official documents used only by universities; the author will focus on University Discourse Community.

### **1.6.1.1 University as a Discourse Community**

Linguists and educational researchers have acknowledged that the university does represent a definite example of an academic DC complete with specific rules for participation therein (Bizzell, 1986, 1992; Gravett and Petersen, 2007; Williams, 2005). As Bizzell (1982) and Gravett & Petersen (2007) defend, the university culture is, in short, a unique community based on discourse. Correspondingly, *full participation within this academic discourse community requires that individuals learn and adopt its distinctive discourse patterns. Entrance into this discourse community- because it is culturally and linguistically exclusive- is sometimes problematic for those not versed in the unique forms of literacy and language required therein* (Walvoord & McCarthy, 1990 in White and Lowenthal, 2010: 295).

Expanding on these ideas, it is possible to state that in the university discourse community (as in any other manifestation of the ADC), members are expected to share accepted intellectual, linguistic and social conventions. In turn, these conventions govern spoken and written interactions. Thus, it could be difficult for an individual with different ways of thinking and communicating to adjust to the 'rules' of a certain ADC. According to Walvoord & McCarthy (1990) these differences might result in an ideological and linguistic conflict. Such conflicts can range from simple misunderstandings to hostility and subsequent alienation from academic community (White, 2003, 2007).

It is important to notice that universities contain a variety of discursive styles. Similarly, the discourse of the university can be divided between the social and the academic, between the students, faculty and staff, among regions, size of school, etc. (Lowenthal and White, 2010: 295). This means there is not just one university discourse; therefore, there will not be just one university discourse community.

There are many kinds of discourse on a university campus; although, the dominant discourse (i.e., the kind of speech, writing, and nonverbal communication that defines the university as a DC) is largely academic in nature. It is valid to notice that even legal discourse might be also found in an academic context as shown in this dissertation. Students must, at some point, master the dominant discourse to find academic success. In the same way, academic and staff must master the dominant discourse or any other discourse encountered in the Higher Education context.

Elbow (1998) states that all university students, staff and academic need to be versed in the discursive style of this community, e.g. students will inevitably be expected by their professors to communicate in specific and prescribed ways. Similarly, staff and professors are expected by the society to exhibit certain communicative skills, high level of intelligence, etc. Like most of the discourse communities, the university has rigid conventions for language use as manifest in choices of words, genre and style.

Learning the dominant academic discourse or any other encountered in this context requires that students, staff and academic learn 'style shifting' (Kutz, 1998) or what others have termed 'code switching' (Baynham, 1993; Flowers, 2000; Godley & Minnici, 2008; Turner, 2009). Thus, those who intend to be members of this community should learn how to switch from the praxis of their corresponding social communities to the praxis of this particular ADC. The following components describe the academic discourse expected by those who belong to this community:

- verbal assertiveness and voluntary participation
- formality and explicitness
- binary agonism
- objectivity
- specialized jargon elements of display and selectivity

(Adapted from Elbow, 1998; Gravett and Petersen, 2007; Hindman, 1997; Tannen, 2002; Turner, 2003)

## **1.7 Corpus linguistics**

### **1.7.1 Corpus linguistics: a methodological approach**

The approach of Corpus Linguistics (CL) was brought to this research for two reasons. First, it has become a very popular approach in discourse studies. Second, the approach is based on the collection, structuring and analysis of large amount of discourse data with the assistance of computers which is particularly useful for the analysis of our sample. Several computer processes and programs are used to accomplish this purpose and allow operations of:

- Quantifying, i.e. counting the number of occurrences of given words and sentences in the corpus.

- Concordancing, i.e. producing lists of linguistic items and their immediate linguistic context in order to determine syntactic, semantic and pragmatic properties
- Parsing, i.e. separating sentences into syntactic constituents.
- Labelling, i.e. syntactic analysis or tagging parts of speech.

Today, many linguists are working within the methodological framework of Corpus Linguistics, but it was Aijmer and Altenberg (1991) who established the beginnings of this approach. These two authors defined CL as the study of language on the basis of text corpora. This approach has its background in Randolph Quirk's Survey of English Usage (1960). Quirks' main aim was to collect a varied corpus of spoken and written English. This only became methodological feasible with the advent of computers which made it possible to store, scan and classify large bodies of data (Bellés, 2006).

One might think that CL is just a technology that implies the use of a computer that can store a collection of text files and then apply software to those files to produce frequency lists, lists of key words, and strings of words showing which words co-occur with others (Simpson & Swales, 2001:);the truth is, however, that there was a time where corpus studies were not computerized. Charles C. Fries (1952), a pioneer linguist in the field of CL, gathered and studied non-computerized oral corpora of North-American English and wrote about the necessity to study spoken language:

*In the meantime, however, beginning in 1946, it became possible to obtain an entirely different kind of evidence. Instead of the letters collected and studied for the American English Grammar (1940) I procured the means and the opportunity to record mechanically many conversations of speakers of Standard English in this North Central community of the United States. Altogether these mechanically recorded conversations amounted to something over 250,000 running words (Fries, 1952).*

The studies conducted by Fries made an important contribution to the corpus analysis methodology. His studies were considered a stepping stone for implementing further analytic tools.

A lot of scientific research nowadays is based on the interaction between man and machine. When discussing this concept, Leech (1991) pointed out that successful analysis depends on a division of labour between the tagged corpus and the human mind. There is a truly interactive relationship among analyst, software and corpus as Figure 4 shows.

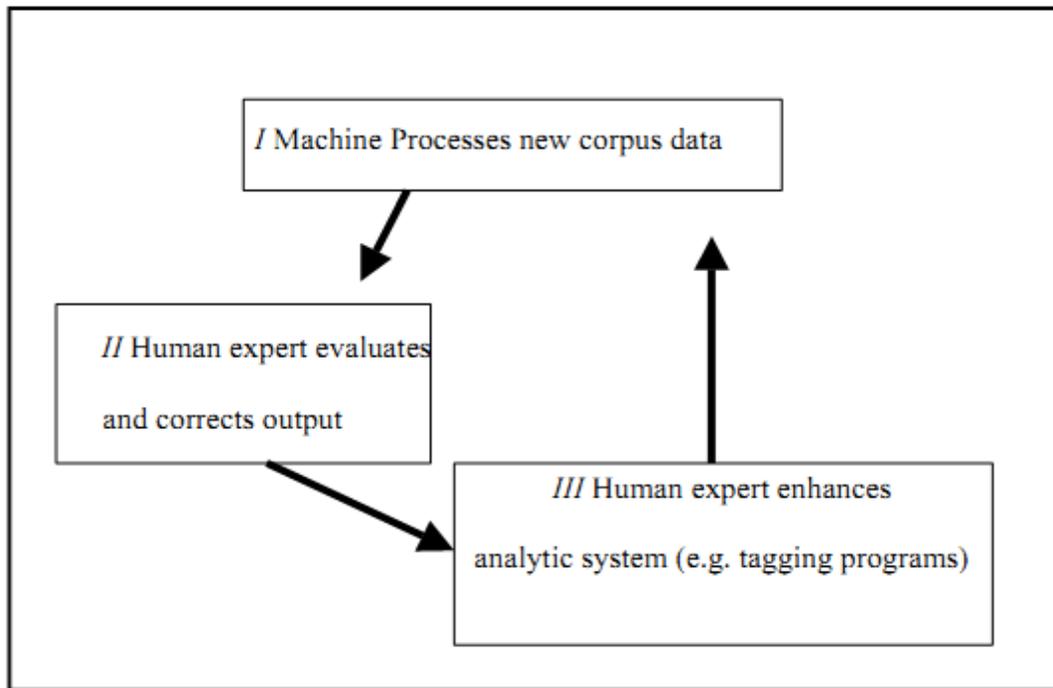


Figure 3: A 'symbiotic' relation between human and machine in corpus processing (Leech 1991).

Some of the most recognized corpora worldwide are:

- COBUILD project (earlier Bank of English project) started in the year 1991; it covers over 450 million words of British English (spoken and written), a specialized corpus devoted to single genres.
- BNC (British National Corpus), a 100 million word collection of samples of mainly written but also spoken English language from a wide range of sources.
- ICE (International Corpus of English) project which began in 1990 with the main aim of collecting material for comparative studies of English worldwide. The British component of the corpus was published in 2001 with 1 million words.
- CIC (Cambridge International Corpus); started in 1992, it holds 600 million words but this time including British and American English discourse.
- MICASE (Michigan Corpus of Spoken Academic English). It started in 1997 at the University of Michigan and was designed to digitally audio-record and transcribe about 1.8 million words of contemporary academic speech at a major American research university, covering speech events ranging from freshman advising to doctoral defences along with traditional university lectures and class discussions.

It is important to mention the emergence of specialised corpora, which are sometimes built with documents belonging to only one genre. These kind of corpora are referred to as 'specialised genre -based corpora' (Flowerdew, 2002), 'specialised micro-corpora' (Swales, 2002) or 'special purpose corpora' (Bowker and Pearson, 2002). It is precisely

this kind of corpus this project intends to build, - a specialized corpus of discourse units found in 26 IUAs.

### **1.7.2 Corpus definition**

The most widely accepted definition of corpus in the corpus linguistics community is the one given in 1996 by EAGLES (Expert Advisory Group on Language Engineering Standards) -*A collection of pieces of language that are selected and ordered according to explicit linguistic criteria in order to be used as a sample of language.*

According to Mendiluce Cabrera (2004: 42) the above quoted definition needs to be complemented by the following addition:

*Computer corpus: a corpus which is encoded in a standardised and homogenous way for open-ended retrieval tasks.*

According to Mendiluce (2004: 42), there are several explicit and implicit aspects in relation to corpora and the way they can be defined:

- Un corpus es un conjunto de textos: su naturaleza puede ser oral, escrita o mixta.
- Existen unos criterios lingüísticos de selección: dichos textos se eligen no al azar, sino de acuerdo con unos criterios lingüísticos externos e internos que han de ser conocidos; se reduce así el elemento subjetivo en la elección del material. Al tratarse de criterios explícitos, debe existir una justificación objetiva del material seleccionado.
- Todos los criterios de selección están siempre en función de un criterio: la representatividad. Esto quiere decir que aunque todo corpus es un conjunto de textos, no cualquier conjunto de textos es un corpus; para serlo los textos han de ser representativos, esto es, «se toman como modelo de un estado o nivel de lengua predeterminado, al cual representan o se pretenden que representen» (Alvar Ezquerro, Blanco Rodríguez y Pérez Lagos, 1994).

On the other hand, corpora need to be homogeneous. Linguists will really only succeed in their analysis of linguistic corpora if they are built based on homogeneous data. Several parameters are used when building a corpus; these parameters will be the basis for corpus diversity and its classification.

### **1.7.3 Criteria for building a specialized corpus**

According to Bowker and Pearson (2002: 45), corpus size and selection criteria depend on the needs and objectives of the research. However, John Sinclair (1996) stated that '*the whole point of assembling a corpus is to gather data in quantity*'. This statement is too general and cannot be applied to a specific corpus analysis.

It is a fact that, no matter their size, corpora will always be finite and have limitations, since they will never be able to provide all the linguistic examples used by language users. Corpus selection processes vary in correspondence to the objectives of the research.

Fox (1999) points out that: *whereas general language corpora are recommended to be as large as possible, investigations into technical and professional languages have demonstrated the representativeness of small-domain specific corpora, totaling 20,000-30,000 running words..., a consequence of the restrictions of specialized languages: predictable topics, limited syntactic structures of unusual distribution and specialized vocabulary* (Fox, 1999: 264).

Bowker and Pearson (2002: 45) also agree with the fact that there is no ideal corpus size. It will always depend on the needs of its authors, as well as the available time and data: *In our experience, well-designed corpora that are anywhere from ten thousand to several hundreds of thousands of words in size have proved to be exceptionally useful in LSP studies* (2002: 48).

Summing up, it could be stated that specialized corpora have specific features which make them different from others. One of these features is the fact they do not have to be that large; in many cases corpora of 10,000 or 20,000 words will be enough to carry out a successful analysis. The author of this project will follow Bowker and Pearson most recently elaborated criteria for building a LSP corpus (2002). A description of this corpus - will be explained in Chapter II and III.

## **1.8 Contrastive Rhetoric**

Since the description of IUAs proposed in this thesis will consider rhetorical uses, the author decided to write a section about the Contrastive Rhetoric. This section might help the reader to understand part of the reasoning followed by the author when carrying out this research. According to Connor (1996: 5), *“Contrastive Rhetoric is an area of research in second language acquisition that identifies problems in composition encountered by second language writers, and, by referring to the rhetorical strategies of the first language, attempts to explain them. [...] contrastive rhetoric maintains that language has rhetorical conventions unique to it. Furthermore, Kaplan asserted, the linguistic and rhetorical conventions of the language interfere with writing in the second language* (Connor, 1999).

As Connor (2004: 3) points out: *“Contrastive rhetoric examines differences and similarities in ESL (English as a second language) and EFL (English as a foreign*

*language) writing across languages and cultures as well as across such different contexts as education and commerce. Hence, it considers texts not merely as static products but as functional parts of dynamic cultural contexts. Although largely restricted throughout much of its first 30 years to a fairly rigid form, student essay writing, the field today contributes to knowledge about preferred patterns of writing in many English for specific purposes situations. Undeniably, it has had an appreciable impact on the understanding of cultural differences in writing, and it has had, and will continue to have, an effect on the teaching of ESL and EFL writing”*

Several authors have focused their research on this branch of Applied Linguistics (Connor & Kaplan, 1987; Purves 1988; Ostler, 1996; and Connor, 1996).

### **1.8.1 Sapir-Whorf Theory**

According to Connor (1997), Edward Sapir and Benjamin Whorf theories can be considered the stepping stone of modern CR studies. Sapir (1912) and Whorf (1956), when comparing the American Indian and the Western European languages, noticed the profound diversity in language structure and meaning representation. This led to the formulation of the so-called Sapir-Whorf hypothesis of linguistic relativity. The origins of Contrastive Rhetoric can be derived from the Whorfian hypothesis, which suggests that different languages affect perception and thought in different ways. It asserts that one's native language influences and to a degree even controls thought, therefore affecting fluent second language acquisition.

Despite of the Sapir-Whorf theory's contribution to a new CR approach, the hypothesis has been mostly criticized by linguists and psychologists. For instance, sociolinguistic Fishman (1977) pointed out the large number of bilinguals who have no problems switching between the grammar and lexicon of their languages, thus questioning the Whorfian hypothesis. Several psychologists (e.g. Rosch 1974, Foss & Hakes 1978) have criticized the hypothesis positioning themselves against its stronger version of linguistic relativity which states that language fully controls both thought and perception. Also the so called weak version of the hypothesis has been criticized. This version maintains that language does not fully control but only influences thought, which, according to some authors, could be seen as a vague and imprecise idea. However; to others, this weaker version could help understand language's power over thought at the highest levels of formal linguistic organizational patterns:

*These differences involve both high- level syntactic phenomena and the areas normally included in semantics and rhetoric: thus they involve logical concepts but not in the sense*

*of universal logic so much as in the sense of logic in relation to culturally and linguistically defined interpretations of the phenomenological world (Kaplan, 1976: 13).*

Nevertheless, the weak version of the Sapir-Whorf hypothesis has had its supporters, including psychologists Hunt and Agnoli (1991). Based on a detailed analysis of linguistic and psychological theories and experiments, they pointed out that Whorfian theory should be considered not as a hypothesis concerning competence but as a hypothesis concerning language operation, i.e. the native speaker's knowledge of language and grammar.

### **1.8.2 Kaplan's Theory**

Back in the 1960's, linguistic research on rhetoric and writing was somewhat limited. Most of the writing programs addressed grammar issues and many of the rhetoric text -books focused on traditional composition rules used in the last five decades (Brooks & Warren, 1958). One of the most innovative studies at the time was that of Christensen, presenting his new generative rhetoric approach (1963). There was also an emerging group of linguists who became part of the 'new-rhetoric movement'. They were also contributing to the CR with new ideas and theories. However, all these theories and models needed to be modified so they could be used and applied in a linguistic branch for which they were in principle not destined.

In 1966, and taking the strong version of the Whorfian hypothesis as rationale, Robert Kaplan stated that writing, as well as language in general, was influenced by the culture of its users. Having analysed 700 compositions written in English by students coming from different nationalities whose mother tongue was other than English, Kaplan framed his own hypothesis: *Each language and each culture has a paragraph order unique to itself, and that part of the learning of the particular language is the mastering of its logical system* (1966: 14).

In his study, Kaplan included writers belonging to four basic language groups: Arabic, Oriental languages, Romance (specifically French and Spanish) languages and Russian. The following chart summarized Kaplan's analysis of each language group, departing from the English sequence of thought which is predominantly linear:

<b>Arabic language</b>	<b>Oriental writing</b>	<b>Romance languages</b>	<b>Russian language</b>

<p>Paragraph development is based on a series of parallel constructions, both positive and negative.</p>	<p>Paragraph development is “turning and turning in a widening gyre.” The circles turn around the subject but it is never looked at directly.</p>	<p>Paragraph development tends to digress or to introduce extraneous material more often and freely than English writing.</p>	<p>Paragraph structure is made up of a series of parallel constructions and a number of subordinate structures or “parenthetical amplifications” which are not sometimes important to the central idea.</p>
<p>Comments: 1 This kind of development would strike an English reader as archaic or awkward. 2 this Arabic paragraph sequence could be extended to all Semitic languages.</p>			<p>Comments: 1 Russian sentence turned out to be completely different from the structure of the English sentence.</p>

Kaplan represented his findings graphically as shown below:

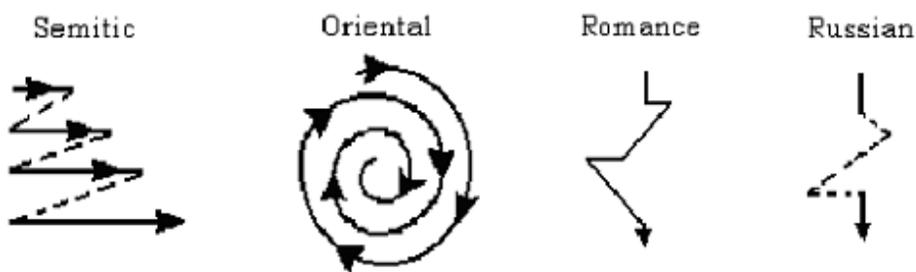


Figure 3. Cultural Thought Patterns in Intercultural Education (Kaplan 1984).

Kaplan (1966) also mentioned the link between logic and rhetoric; he understood logic in the popular everyday sense, rather than the scientific sense of the word, and claimed that

not only spoken language but also logic and rhetoric are culture specific (Begoña Bellés, 2006); he explained:

*Logic (in the popular, rather than the logician's sense of the word), which is the basis of rhetoric, is evolved out of a culture; it is not universal. Rhetoric, then, is not universal either but varies from culture to culture and even from time to time within a given culture. It is affected by canons of taste within a given culture at a given time (Kaplan, 1966: 2).*

Kaplan (1984) referred then to the sequence of thought in English as a Platonic-Aristotelian sequence, descendant from the philosophers of ancient Greece and shaped subsequently by Roman, Medieval European, and later Western thinkers. This sequence of thought takes the form of a concrete language pattern. He goes on claiming that we cannot assume that “because a student can write an adequate essay in his/ her native language, he/ she can necessarily write an adequate essay in a second language” (p.44).

Kaplan's approach on Contrastive Rhetoric was the first one in the field of language acquisition that focused primarily on the rhetoric of writing. However, Kaplan's theory excluded some of the elements included in traditional Aristotelian rhetoric where invention, memory, arrangement, style and delivery were taken into account.

Some authors (Zamel 1982, Bar-Lev 1984, Liebman 1992) criticized Kaplan's approach mainly because it reduced rhetoric to one aspect: arrangement or organization. Matalene (1985) commented on the ethnocentric profile of Kaplan's CR, as well as the fact of privileging the writing of native English speakers. Mohan and Au-Yeung Lo (1985) criticized him for examining only L2 products and ignoring educational and developmental process variables and Raimes (1991) criticized Kaplan for considering transfer from the first language a negative influence on second language writing.

Even Kaplan himself has a number of more recent publications (Kaplan 1987, 1988) where some new postulates have been added to the original 1966 article. An example of a new element is the idea that rhetorical differences do not necessarily reflect different patterns of thinking but may reflect different writing conventions that are learned in a culture. Through the years, Kaplan has been more receptive to see writing as a composition process rather as a finished text or product. However, he still focuses on organizational parameters rather than on compositional ones:

*If one of the objectives of literacy is to teach people to write, then it is logical to ask ‘to write what, for whom, to what end?’ These questions implicate audience considerations and raise the important issue of rhetorical organization. (Kaplan, 1987)*

In spite of its limitations, Kaplan's work motivated many further CR studies based on writing differences between English native and non- native authors.

### **1.8.3 Modern Contrastive Rhetoric**

Many new trends have appeared since first Kaplan's original work on rhetoric (1966). In particular, after Ulla Connor's book on contrastive rhetoric was published (1996), several authors became engaged with this branch of Applied Linguistics taking into account new approaches and methods.

This is a result of two key factors: first, the increase in the types of written texts that are considered the purview of second language writing around the world. For instance, writing for professional purposes, such as business, is now considered a legitimate type of second language writing and worthy of research and teaching. And second, the field has moved to emphasize the social context of writing. Today, writing is increasingly regarded as being socially situated (Connor, 1996; 2002; 2004); each situation may entail special consideration given to audience, purposes, level of perfection, and correspondingly may require varying amounts of revision, collaboration, and attention to detail. The expectations and norms of discourse communities or communities of practice (cultural and disciplinary), of course, may shape these situational expectations and practices. Social construction of meaning as a dynamic, socio-cognitive process is a phrase used to describe this approach to texts. Instead of analysing what texts "mean," we want to understand how they "construct meaning." Bazerman and Prior (2004: 6) pose three questions to guide the analysis of writing:

- "What does the text talk about?"
- "How do texts influence audiences?"
- "How do texts come into being?"

Thus, two major factors—the acknowledgment of more genres with specific textual requirements and increased awareness of the social contexts of writing—have motivated scholars of contrastive rhetoric to adjust and supplement research approaches in their work.

It is a fact that nowadays, postmodern and critical pedagogy authors in the field of L2 writing have referred to CR as static, and that it has been linked to contrastive analysis, a movement associated with structural linguistics and behavioralism. In a 2002 article, Connor addresses these recent criticisms and offers new directions for a viable contrastive rhetoric. In addressing the critiques, she aimed to draw attention to the broad scope of contrastive rhetoric and determined that a new term would better encompass the

essence of contrastive rhetoric in its current state. To distinguish between the often-quoted “static” model and the new advances that have been made, Connor suggests it may be useful to begin using the term intercultural rhetoric instead of contrastive rhetoric to refer to the current models of cross-cultural research.

The term intercultural rhetoric better describes the broadening trends of writing across languages and cultures. It preserves the traditional approaches that use textual analysis, genre analysis, and corpus analysis, yet it also introduces ethnographic approaches that examine language in various interactions. Furthermore, it connotes the analysis of texts that allows for dynamic definitions of culture and the inclusion of smaller cultures (e.g., disciplinary, classroom) in the analysis.

This new approach of intercultural rhetoric has brought a new element never considered before when talking about CR: intercultural communication.

## **1.9 Understanding Intercultural communication**

It can be stated that one of the implicit purposes of this thesis is to improve intercultural communication among universities. This means, the description proposed in this thesis will benefit international relations officers, translators and also academic and staff interested in improving the international image and scope of their institutions. For that reason the concept of intercultural rhetoric was brought to this thesis and that is why understanding intercultural communication it is key component for this research.

### **1.9.1 Introducing the concept**

The relationship between linguistic communication and culture is a widely recognized fact; according to Saville- Troike (1982) the very concept of the evolution of culture is dependent on the capacity of humans to use language for purposes of organizing social cooperation. That is why, many linguists pay attention to the links between communicative needs and the study of intercultural rhetoric since latter has brought new ideas to the table apart from those based on isolated sentence structures. Intercultural rhetoric goes beyond syntactic methodology. It is not focused on isolated sentences but on discursive macro-patterns with cultural links.

Intercultural communication, also known as cross-cultural communication, is a multidisciplinary field that draws on cultural anthropology, cross cultural psychology, cultural geography, sociology, linguistics, history, communications and international business management. It borrows research methods and concepts from each of these disciplines and combines them into a framework and context that focus specifically on the

interaction between people from different cultural groups and how differences in culture affect that interaction (Suderman, 2007).

At the core of intercultural communication is the premise that culture and communication are not only interrelated, but inseparable. The world's diversity of culture is enormous, and the members of all cultures have their own unique ways of communicating and interacting with each other. These differing ways of communicating are a large part of what distinguishes them from other peoples, and are often at the root of misunderstandings between cultures.

Intercultural competence could be interpreted as an ideal towards which all human beings should strive. By intercultural competence the authoress means the ability to communicate effectively with people belonging to cultural groups different from our own when culture, not age or gender or social class, is the main variable in the interaction (After Ting-Toomey, 1999)

On the other hand, intercultural adaptation, also called acculturation, refers to the process of becoming adapted to a cultural environment with different cultural patterns from the ones we are used to. Bennett (1998) distinguishes between adaptation and assimilation. Assimilation is a 'process of resocialization that seeks to replace one's original worldview with that of the host culture'. Adaptation, on the other hand, is the process whereby one's worldview is expanded to include behavior and values derived from those of the host culture. The assumed end of adaptation is to function in a new environment or to become a bicultural or multicultural person, while the assumed end of assimilation is to become a person who has adopted a new set of assumptions about life and a new set of behaviors. In the case of adaptation, transformation is selective of the cultural elements to be incorporated into the new identity (Suderman, 2007)

## **SUMMARY**

The purpose of this chapter has been to make the readers realize how all these linguistic and communicative concepts have contributed to the theoretical foundation of this research. The concepts of special languages, register, genre, academic discourse community, corpus linguistics, contrastive rhetoric and intercultural communication are all related to this study. This relationship is shown, in a more evident way, in the next paragraph.

IUAs written with a restricted language in a very formal register belong to a specific linguistic genre, i.e. official documents. These documents interact in an academic discourse community, more precisely a university discourse community; although, they

are mainly produced by staff not by academic or students. In order to describe this type of text, it is important to build a sample or corpus, this will make the documents easier to work with. It is also important to focus on the kind of description the author will undertake, i.e. semantic, syntactic and rhetorical and always considering the intercultural component. The latter is crucial for this study where all the documents belong to and interact within an international relations field.

## **CHAPTER II METHODOLOGY OF ANALYSIS**

### **Part 1: Understanding Inter-University Agreements**

#### **2.1 MOU, MOA, FA or IUA?**

Different terms have been used to cover agreements among universities; Memorandum of Understanding (MOU), however, seems to be the most popular one. Countries such as Australia, Grenada, India, Nigeria, Philippines, South Africa, Switzerland, United Kingdom, USA, among others, use this term whenever engaging in cooperation with foreign counterparts. However, other countries such as Canada, Belgium and Nigeria prefer to use the term "Agreement" in combination with adjective(s) and other nouns. For instance, Canadian institutions use terms such as "Inter-Institutional Agreement", "Academic agreement", "Cooperation Agreement" among others; Nigerian institutions use "Frame Agreement (FA)"; Belgian universities prefer "General Agreement" or "Academic Agreement". The term "Memorandum of Agreement (MOA)" is more rarely found, although it could be used for USA, Canadian and Australian universities among others.

It is important to notice that terms such as Memorandum of Understanding, Frame Agreement, and Memorandum of Agreement address different levels of formalities according to law (See next section). Thus, university authorities, relying on their priorities, will decide when to sign a MOU, MOA or a FA. Moreover, it has become a trend that universities merge elements from these three modalities into a resulting official document whose purpose is to initiate academic cooperation among higher education institutions. This means, it is possible to find a MOU with specific legal conditions such as the accomplishment of a succession of task agreements, generally found in Frame Agreements. This accounts for the use of the term "Inter-University Agreement (IUA)" in this thesis. The author chose this term because it covered very clearly the meaning of these official documents and did not restrict their content to only one modality of legal documents. Nevertheless, it is important to take into consideration that this term will be

only used in a general context since it is not validated for being used as a legal term.

## **2.2 Legal issues underlying MOU, MOA, FA and IUA concepts**

It is possible to find several definitions of what a MOU, MOA or a Frame Agreement is. The ideas contained in the descriptions of these concepts helped the author to give her own definition of IUA. The following paragraphs summarize some of the most commonly found ideas and concepts regarding these documents.

According to experts, a Memorandum of Understanding (MOU) is an agreement between two parties in the form of a legal document. It expresses a convergence of will between the parties, indicating an intended common line of action. This document has many practical advantages when compared with treaties. For example, when dealing with sensitive or private issues, the document can be kept confidential, while a treaty cannot. It could also be put into effect in a more timely manner than a treaty, because it doesn't require ratification. In addition, a memorandum of understanding can be modified without lengthy negotiations, which is especially useful, except in multilateral situations.

In some cases, depending on the exact wording, MOUs can have the binding power of a contract. Whether or not a document constitutes a binding contract depends only on the presence or absence of well-defined legal elements in the text proper of the document. The required elements are: offer, consideration, and acceptance.

In international relations, MOUs fall under the broad category of treaties and should be registered in the United Nations treaty database. In practice and in spite of the United Nations' Legal Section insistence that registration be done to avoid 'secret diplomacy,' MOUs are sometimes kept confidential. As a matter of law, the title of MOU does not necessarily indicate whether the document is binding or not binding under international law. In order to determine whether or not a particular MOU is meant to be a legally binding document (i.e. a treaty), it is necessary to examine the intent of the parties as well as the position of the signatories. A careful analysis of the wording will also clarify the exact nature of the document (Investopedia, 2012).

On the other hand, A Memorandum of Agreement (MOA) or cooperative agreement is a document written between parties to cooperate on an agreed upon project or meet an agreed objective. The purpose of an MOA is to have a written understanding of the agreement between parties. It is also a good tool to use for many heritage projects. A MOA lays out the ground rules of a positive cooperative effort. Both the agreed responsibilities of the partners and the benefits of each party will be listed. As a part of the

agreement there is usually a list of binding terms that makes the partnership a cohesive unit and often there is an obligation of funds attached to certain terms in the agreement (Huberman, 2007).

### MOU vs. MOA

Generally, most people use these two terms interchangeably. According to some experts, both documents are used as written agreements between two or more parties. However, others think that a MOU is the first step of mutual understanding between two parties and will include general points, while MOA will be generated when two parties review more details and are serious about starting to act along the lines of their agreement. Now, while each of these documents outlines a deal, project or partnership and establishes an agreement between people, none of them are strictly legally binding. They are more used for clarification and as a commitment based on the principle of honour. However, of these two documents, the MOA is the more binding simply because it contains the word "agreement". Since a contract is an agreement, an MOA signifies a more significant commitment than an MOU.

Frame Agreement is another term commonly found in universities' international relations field. It is a form of a collaboration agreement that involves the establishment of a common protocol and a set of standard terms on which a succession of task agreements may be based. Each task agreement reasons from the standard terms, in light of local circumstances, to reach an agreement specific to the purpose of the task. Other task agreements may reason to a different configuration. In this way, the frame agreement provides a common basis for negotiation rather than a set of provisions acceptable to both parties from the outset. The latter approach tends to favour conservative requirements and narrow the range of possible agreement without a detailed knowledge of all future tasks (Trident, 2012).

The term "frame" comes from the analogy to inter-frame video compression techniques. The general idea is that an image is established as a base, and subsequent frames of the image are stored only as changes from the base. In this way, one focuses only on changes. In a similar manner, a frame agreement permits tasks to represent only the departures from the base, thereby focusing negotiation and review on those elements that require change. The aim therefore of the base agreement is not to secure all terms that are entirely acceptable to either party (that may happen anyway) but rather to assure that the terms as a whole constitute the most favourable foundation for negotiating any particular task. Thus, in a frame, there can be provisions that are, as they stand, in

general not acceptable to either party to the Agreement. This approach is particularly suited to research collaborations that may take various forms over time. While master agreements tend to draw their terms from procurement situations, such a purchasing standard goods and services, a frame focuses on collaborations that intend to follow exploration and discovery activities, which are necessarily opportunistic and cannot be fully specified in advance. Thus, in using a frame, one adapts contracting to the conditions of basic or exploratory collaborative research, rather than seeking to restrict the conduct of that research to contractual terms designed originally for other sorts of transaction (Trident, 2012).

As for the term Inter University Agreement, the author of this thesis offers some ideas based on her personal experience as a Cuban University International Relations Executive and translator.

Inter-University Agreements are official documents which could be classified as legal texts; and as any other legal text, they have their own stereotypical format. These agreements are generally written in legal language (or "legalese"), and usually contain one or more legal speech acts that are meant to carry out its intended functions. They have three main communicative purposes: to create, modify, or terminate wills, rights or obligations of Higher Education Institutions; although, they generally address the willingness of counterparts to cooperate in near future.

As for their content, IUAs include clauses, statements and/or terms specifying how cooperation must be carried out. Specifications on how to develop joint research projects, how and under which terms universities could publish joint articles, how students and staff exchange should or would be carried out, as well as regulations that home or host institutions need to follow can also be found there. IUAs could also express economic terms and conditions, such as funding for desired actions, terms for hiring a professor, limited number of exchanges, etc.

Nowadays, Inter University Agreements signed among universities might be more than a treaty or a document based on honour. They could certainly have the binding power of a contract. And they could have a major influence on the relationships developed by different countries. These documents have evolved from being a general document expressing the will to cooperate to a complex legal document which includes elements of diplomacy and business communication.

### **2.3 IUA as a variety of the Official Document Style**

Inter-University Agreements could be considered a sub-style or a variety of the official document style. Like other styles of communication, this style has a definite communicative aim and, accordingly, it also has its own system of interrelated linguistic and stylistic means. The main aim of this type of communication is to state the conditions binding two parties in an undertaking; i.e. to reach agreement between two contracting parties. For this particular type of an official document, the parties are two or more universities interested in starting a relationship based on academic cooperation.

### IUA Structure and Syntax

Universities have been creating a precise structure and syntax for IUAs, which are characterized by many separate clauses. This structure should avoid ambiguous interpretations and, at the same time, should guarantee the objectivity and communicative efficiency that is expected of this type of legal document. In general, IUAs are written in tightly worded sentences. They avoid repetition, meaningless expressions, superlatives, adjectives, illustrations, descriptive details and language shortcuts which might lead to confusion. In other words, the language in which IUAs are written *eliminate the redundancy which the skilled reader counts on finding in written language and which usually facilitates comprehension (Adapted from Graetz 1985: 125).*

IUAs, as well as most of the texts used in a legal environment, are highly formulaic or stereotypical. Some texts can be quite elaborate and tend to follow a predetermined structure that changes little over time. Thus in an IUA, it is possible to find terms and phrases like: *high contracting parties; by mutual consent of the parties; the parties hereto have executed this agreement; to ratify an agreement; to establish the required conditions; hereinafter referred as to; as witness to their subscription to the above articles, the representatives have hereunto provided their endorsement; for and on behalf of.* These agreements also share some or all of the following characteristics:

#### **Long Title:**

*-Memorandum of Understanding between Indian Institute of Technology, Hyderabad, India and University of Southern California for Co-operation in the field of Research and Education*

*-Memorandum of Agreement International Academic Exchange between Central Michigan University, USA (HEREINAFTER REFERRED TO AS CMU) And Universidad Central de Las Villas, Cuba (HERIN REFERRED TO AS UCLV)*

*-Memorandum of Understanding among The University of the Witwatersrand, Johannesburg, South Africa and The College of Earth and Mineral Sciences of the*

*Pennsylvania State University, University Park, Pennsylvania, the United States of America and The Council for Geosciences, Pretoria, South Africa.*

*-Academic Agreement between the University of Essex and the Universidad Central Marta Abreu de Las Villas*

*-Inter-Institutional Collaboration and Material Transfer Agreement between McMaster University, having an office at 1280 Main Street West, Hamilton, Ontario, Canada L8S 4L8 ("McMaster") and Universidad Central Marta Abreu de Las Villas, having an address at Santa Clara, Villa Clara, Cuba ("UCLV")*

### **Substantive provisions**

*- The exchange of persons shall in no way be subjected to discrimination based on grounds of age, ethnicity, gender, nationality, social status, sexual preference or philosophical, religious and political opinion.*

*-The two contracting parties shall lend assistance by exchanging scientific publications and literature between their libraries, and whenever possible by the exchange of audio-visual materials, software packages and others. These exchanges will be the subject of specific programmed agreements.*

*-The Exchange shall also be open to graduate students.*

*-Each Party shall appoint a coordinator who shall be responsible for the development and conduct of the Exchange.*

IUAs also include Preambles, Definitions, Declarations, Articles and Terms of References in their content. What could be found or not by the reader will always depend on the particular style followed by the Host or Home Institution when writing the agreement or on their particular objectives. It is important to notice that, in spite of the fact that the basic structure of an IUA has been established for several years, there have been some changes in the last 10 years. For instance, in the past, IUAs tended to have long preambles. Nowadays, preambles have largely gone out of style. A relatively modern innovation, on the other hand, is the use of definitions, which specify how a word, phrase or statement is to be understood in the agreement in question.

The following examples have been taken from several IUAs coming from different English speaking countries:

### **Preambles**

*- Pursuant to the Academic Co-operation Agreement between the University of Calgary Faculty of Engineering ("UofC") and the Universidad Central de Las Villas Facultad de*

*Construcciones ("UCV"), the Parties agree to a staff and student exchange (hereinafter referred to as the "Exchange"), subject to the following terms (...)*

*- A "General Agreement of Co-operation" was signed between Makerere University (hereafter referred to as MU) and the University of Bergen (hereafter referred as UoB) in May 1992. This five-year agreement expired in 1997. Since 1992 the co-operation between our two universities has expanded considerably, and at both universities this collaboration is given priority.*

*-Both institutions have invested considerable effort and resources into the co-operation. Today 4 centres, 3 faculties and 7 departments at UoB are involved in the co-operation, at MU 6 departments and 2 faculties are participating. The NUFU project "Basic sciences for technological development in Uganda" which started in 1992, is in its last year, and based on what has been achieved in this project, new activities will continue into the next phase of NUFU. The strategic programme "Nature, Society and Water" have started its research activities in Lake Victoria funded by the Norwegian research council (NFR) and UoB. The project "Light and Life in Lake Victoria", funded by NFR, is in its starting phase. The project "Aquaculture, Nutrition and Health in Developing countries" have got funding for planning from UoB (...)*

### **Definitions**

*- In this Agreement:*

- a. "Home University" means the university from which a student intends to graduate or the university which is the regular employer of staff participants, and;*
- b. "Host University" means the university, which has agreed to host Exchange participants.*
- c. "Unit of Exchange" means one Exchange student studying at the Host University for one academic session/semester.*

### **Declarations**

*- That La Universidad Central "Marta Abreu" De Las Villas and the University of Essex wish to develop academic co-operation in teaching, research and other academic activities by*

- Encouraging visits from one University to the other by members of academic staff*
- Promoting the exchange of bibliographic materials and academic publications*
- Agreeing to accept applications from students of one University to study at the other.*

### **Articles**

## Art. 1. Purpose of the co-operation

*The purpose of the general agreement between the UCLV and the VUB is to improve by collaboration the scientific and educational level of the two Institutions and to promote and intensify the friendship and the mutual understanding between the two Institutions.*

## Art. 2. Fields of co-operation

*Co-operation between the two Institutions concerns the entire area of education, research and academic management in the two Institutions (...)*

### **Terms**

1. *This Memorandum of Understanding (MOU) is intended to facilitate exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.*

#### **- TERMS OF STUDENT EXCHANGE**

4.1 *The Exchange shall also be open to graduate students.*

4.2 *Each Party shall appoint a Co-ordinator who shall be responsible for the development and conduct of the Exchange.*

4.3 *Exchange candidates shall be nominated by the Home University and shall be approved by the Host University according to normal procedures.*

### IUA lexicon

*The vocabulary of this sub-style is characterized not only by the use of special terminology but also by the choice of more lofty (bookish) words and phrases: plausible (=possible); to inform (=to tell); to assist (=to help); to cooperate (=to work together); to promote (=to help something develop); to secure (=to make certain) social progress; with the following objectives/ends (=for these purposes); to be determined/resolved (=to wish); to endeavour (=to try); to proceed (=to go); inquire (to ask) (Adapted from Goumovskaya, 2007).*

Like other varieties of the official language, IUA language incorporates specific abbreviations, acronyms and conventional symbols in its content. The following abbreviations are well known among international relations officers dealing with the preparation of Inter-University Agreements: MOU (Memorandum of Understanding); MOA (Memorandum of Agreement); MA (Master of Arts); MSc (Master of Science); PhD (Doctor of Philosophy); Dr. (Doctor of Science or Doctor of Philosophy); Prof (Professor); V.P (Vice-President), among others. On the other hand, most of the acronyms found in IUAs address university names, government acts or entities: e.g. UCLV (Universidad Central

“Marta Abreu” de Las Villas); SGU (Saint George’s University); IIT (Indian Institute of Technology); FOIP (Freedom of Information & Protection of Privacy Act), etc.

Another feature of the IUA lexicon is the use of words in their logical dictionary meaning. There is no room for words with context-dependent meaning or for any kind of simultaneous realization of two meanings, as in the other matter-of-fact, highly formalized styles. This helps to avoid ambiguity and eliminate misunderstandings. Words with emotive meaning are also not to be found in these documents.

However, it is impossible to single out this sub-style by its vocabulary alone. The syntactic patterns of these documents are as significant as their vocabulary. One of the most noticeable of all syntactic features is the use of compositional patterns.

### IUA compositional patterns

IUAs usually consist of a preamble, main text body and a concluding part (Adapted from Goumovskaya, 2007).

The preamble is usually a statement at the beginning of the document explaining what the document is about and stating the parties involved in the signing of the agreement; the preamble could also provide the background of the parties’ cooperation. The most important words and phrases are often capitalized. The same is the case with the beginnings of new lines in long sentences listing the crucial issues. The preamble could use the form of a title or a paragraph as shown in examples 1 and 2.

#### Example #1

ACADEMIC COOPERATION AGREEMENT  
Between THE UNIVERSITY OF CALGARY, CANADA  
And  
UNIVERSIDAD CENTRAL DE LAS VILLAS, CUBA

#### Example #2

### **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made this ..... Day of ..... 2009 between **COVENANT UNIVERSITY (CU)** of Km.10, Idiroko Road, Canaan Land, Ota, Ogun State, Nigeria and **FAYETTEVILLE STATE UNIVERSITY (FSU)** 1200 Murchison Road, Fayetteville, NC 28301-4298, USA. Covenant University, represented by its Vice Chancellor and Fayetteville State University, represented by its Chancellor.

The main text body constitutes the central and most important part of the document. It consists of articles or terms, usually numbered, which state the conditions based on which the parties reach their agreement (as previously shown in this section).

The concluding part comprises the signatures of the duly authorized people that have signed the document; the amount of copies of the document; the date and the place. For instance,

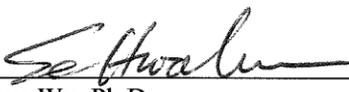
7. This agreement is executed in English in two originals and each university will retain one original.

Executed for the University of Fribourg  
by

  
\_\_\_\_\_  
Professor Guido Vergauwen  
Rector  
University of Fribourg

Date: 26.02.2009

Executed for National Chengchi University  
by

  
\_\_\_\_\_  
Se-Hwa Wu, Ph.D.  
President  
National Chengchi University

Date: Feb 12, 2009

## IUA Syntax

The syntax of IUAs is characterized by frequent use of non-finite forms of the verb, such as Gerunds, Participles, and Infinitives (*Considering that; in order to achieve cooperation in solving the problems*), and complex structures with them, such as the Complex Object (*We expect this to take place*), Complex Subject (*For the Agreement to be signed requires approval by both sides*), the Absolute Participial Construction (*The conditions being violated, it appears necessary to state that*).

## **Part 2: Describing the methodology used**

### **2.4 The research problem**

The data for this thesis was collected through observational research, and a qualitative method of collecting and analyzing information. The information was obtained through direct or indirect observation of subjects in natural or planned environments (Dickie, 1997). In particular, the author of this thesis observed and analysed both the specific communication needs and the communicative shortcomings of International Relations Officers and translators of the Universidad Central 'Marta Abreu' de Las Villas, Cuba, when writing or translating IUAs into English. It is important to notice that the author was

also an International Relations Executive and translator from the same university and, as such, faced the challenge of preparing agreements in English herself.

At the very beginning, the author observed her co-workers from a distance, i.e. using the technique of covert observation, since she did not intend to influence the staff behaviour by her presence as a researcher. She also noticed that international relations office staff coming from other Cuban universities was having some difficulties when preparing agreements in English. Once the author identified this problem, she explained her colleagues that she intended to carry out a research to help Cuban international relations officers and translators to write or translate agreements into English. Thus, the observation became overt and participatory and the author was able to ask freely about the most difficult tasks when writing or translating an agreement into English.

Surveys played an important role when identifying the shortcomings of staff and of the translators. Two different surveys were applied: the first one was filled out by 10 persons from different Cuban international relations offices with basic or intermediate knowledge about English language, while the second one was completed by 10 translators working at different Cuban universities. International relations staff will be referred to as Team A while translators will be identified as Team B.

#### Results from the survey completed by Team A

When asked: *Could you mention three things you don't understand about IUAs written in English?* some of the Team A answers were as follows (in order of appearance):

- Hard to understand vocabulary
- Confusing clauses
- Too heavily legal terms
- Unknown sentence structures

When asked: *Could you explain very briefly what you do to prepare an IUA in English?* some of the Team A answers were as follows:

- I asked a translator to help me
- I used paragraphs of previously signed English agreements
- I tried to translate our Spanish template into English with the help of a translator
- I use automatic translations sometimes

#### Results from the survey completed by Team B

When asked: *Could you mention three things you don't understand about IUAs written in English?* some of the Team B answers were as follows (in order of appearance):

- legal jargon hard to understand
- complex grammatical structures
- old English structures difficult to understand

When asked: *Could you explain very briefly what you do to translate an IUA into English?* some of the Team B answers were as follows:

- I asked a more experienced translator to help me
- I look for agreements written in English and tried to imitate some of the structures
- I look for some legal terms glossary
- I translated the Spanish template into English, and tried to look for equivalences

When both teams were asked: *Can you mention three adjectives which describe the translation or preparation of an IUA in English?* some of the answers were as follows: hard, complex, unknown, difficult, ambiguous.

These survey results helped the author to confirm some of the findings obtained from her observational method. IUAs, written in English by English speakers, are difficult to understand mainly because their vocabulary is full of legal terms and infrequently used structures. Then, when a Spanish speaker needs to prepare an agreement in English the task is more complex. The survey does not intend to identify what is the source of such complex action but to identify shortcomings of Cuban staff and translators doing that action. In addition the survey gives an idea about the way Spanish speakers try to accomplish the writing or translation of IUAs. Thus, keeping these results in mind, the author collected a sample of IUAs written in English by English speakers in order to identify common rhetorical strategies used in these agreements, typical moves and steps in their compositional patterns which could later guide a Spanish speaker's translation or preparation of these documents.

## **2.5 The sample**

In order to carry out this investigation a sample of twenty six (26) Inter-University Agreements was chosen for analysis. Twenty one (21) of these documents come from countries where English is an official language, and five (5) of them come from countries where English is spoken as a foreign language by more than the fifty (50) percent of their entire population.

The sample shows a specialized corpus of 16 512 words. This kind of corpora is usually smaller than those of general language. Specialized corpora emerged with Biber's (1988) studies which analysed specific genres. Criteria for selecting the corpus are based on

research aims and goals. According to Bowker and Pearson (2002), there is no such ideal size for building a specialized corpus. Its size will depend on the data and time available to its creator. Thus, well-designed corpora that are anywhere from ten thousand to several hundreds of thousands of words in size have proved to be exceptionally useful in LSP studies (2002).

The following criteria were also taken into consideration when choosing the appropriate agreements for analysis:

- **Type of Agreement:** Only Inter-University Agreements were chosen for analysis.
- **Document's date:** Only documents written in or after 2002 were included. This will assure that the language used is up to date.
- **Language:** All of the documents in the sample are written in English since this is the language this kind of cooperation uses the most. Some of them were written by speakers of English and some by persons for whom English was their second language.
- **Country:** The author chose different countries that use different English varieties so she could find both, similar and different cultural patterns or rhetorical elements among all of the agreements already signed and written in English. The countries selected are: United States of America, United Kingdom, Canada, Grenada, India, Nigeria, Philippines, South Africa, Uganda, Australia, New Zealand, Switzerland, Sweden, Belgium and Germany.

## **2.6 The Move – Step Analysis as a possible solution for the research problem**

### **2.6.1 Swalesian Move- Step Analysis**

The Swalesian Move-Step approach is based on the development of the 'scale & category' principles introduced by Sinclair and Coulthard (1975) in their work on classroom discourse.

According to Swales (1990: 23-27) as users of language, we form 'discourse communities' and discourse communities possess genres. Some of these ideas can be identified in Dudley-Evans definition of genre: *a typified socially recognized form that is used in typified social circumstances. It has characteristic features of style and form that are recognised, either overtly or covertly, by those who use the genre. Thus, for example, the research article has a known public purpose and has conventions about layout, form and style that are to a large degree standardised* (Dudley-Evans 1987:1). According to Downing (2000:57), *Swales seems to be interested in particular text types and various organisational patterns that expose the typeness categorisation. Therefore, the notion of*

*genre has been introduced to cover the similarities in organization in texts that are of the same kind.*

Swales (1990) discusses a well-established global generic pattern of research articles: Introduction, Materials and Methods, Results, Discussion and Conclusion. In his work, Introduction is the global element where 'research space' is created and which can be described in a detailed manner in terms of moves, as presented bellow (see Swales 1990:141). It is important to notice that, originally, Swales' model involved four moves; although they were later reduced to three.

Moves in Introduction: Creating a Research Space -Model (=CARS)

**Move 1 – Establishing Territory**

Step 1: Claiming Centrality

and/or

Step 2: Making topic generalization (s)

and/or

Step 3: Reviewing items of previous literature

**Move 2 – Establishing a Niche**

Step 1 a: Counter -claiming

or

Step 1 b: Indicating a gap

or

Step 1 c: Question -raising

or

Step 1 d: Continuing a tradition

**Move 3- Occupying a Niche**

Step 1 a (obligatory): Outlining purposes

or

Step 1 b (obligatory): Announcing present research

Step 2: Announcing principal findings

Step 3: Indicating RA (research article) Structure

In his early studies, the other global parts of the research article and other genres get less attention; although in his 1990 book Swales also discusses global structures of texts such

as conference presentations, grant applications, Master's theses and dissertations. His work inspired other researchers who extended the concept of 'move' to Discussion sections of research articles (See Dudley-Evans 1986, 1987, 1994; Hopkins and Dudley-Evans 1988) which were seen as consisting of the following components:

#### Moves in DISCUSSION

- A. Introduction
- B. Evaluation of results
  - 1. Information Move
  - 2. Statement of Result
  - 3. (Un)expected Outcome
  - 4. Reference to Previous Research
  - 5. Explanation
  - 6. Problems with Results
  - 7. Hypothesis
  - 8. Deduction
  - 9. Reference to Previous Research (Support)
  - 10. Recommendation
  - 11. Evaluation of Method

Swales has since extended his research into other genres, for example, textbooks in economics and their subtopic presentations (see Swales 1993); submission letters (see Swales 1996a); conference abstracts (see Swales 1996b, Melander et al. 1997).

In terms of its methodology, this approach can be described as follows. The researcher collects a corpus of texts and analyses both the global and the Move-Step structures of the texts. The moves and steps are discovered by the researcher intuitively and subjectively. Usually, the moves and steps are recognized on the basis on the lexical item used, plus some grammatical characteristics.

Since Swales' first work, the terms Move and Step have been studied by different authors who have come to their own concepts about these two terms:

According to Nwogu (1997), the term *Move means a text segment made up of a bundle of linguistic features (lexical meanings, propositional meanings, elocutionary forces, etc.) which segment a uniform orientation and signal the content of discourse in it. Each move is taken to embody a number of constituent elements or slots which combine in*

*identifiable ways to constitute information in the Move.*

*A text segment is therefore considered a move if there is an association between a function and the linguistic clues by which it is realized (Nwogu, 1997).*

According to Connor, David and De Rycker (1995) in move analysis, the general organizational patterns of texts are typically described as consisting of a series of moves, with moves being functional units in a text which together fulfil the overall communicative purpose of genre.

### **2.6.2 Lewin, Fine, and Young's discourse unit analysis approach vs. Swalesian approach**

Swales' approach has been widely recognized as the prototype for the analysis of moves in genre studies. This approach is certainly interesting and applicable in training novice writers, whether native or non-native, to write better papers within their field. Yet, from a linguistic point of view, the picture of how language realizations are systematically related to the global generic structure could be more systematic (Downing et al 2000: 60)

According to Lewin, Fine, and Young (2001) Swales' approach lacks criteria and sufficient specification of the extent of moves and steps and it leads to inconsistency and problematic identification of moves in the analysis of other texts. That is why these authors developed an approach based on an analysis of discourse units with 2 specific premises. First, they stated that *a rhetorical function is realized in a discourse unit and discourse units can be realized by a variety of grammatical uses or diverse forms and lengths of linguistic realizations* (p.24). Their unit of analysis was that of communicative intent that is expressed through a discourse unit. And second, they claimed that communicative extent could be expressed at different levels of discourse units. Specifically, they proposed two hierarchical ranks of units of analysis as a criterion -with 'act' as the minimal unit of expression of a communicative intent and 'move' as a bigger unit of expression.

Similar to Swales, Lewin and his colleagues found that moves are not structured in a fixed order pattern. However, while Swales uses textual organization, syntactic structure, and lexical features as part of his move and step analysis Lewin *et al.* argue that moves cannot be identified by their syntactic structure, lexico-grammatical signals or position in the text. While Swales' approach focuses on communicative purposes in his rhetorical analytical framework, Lewin *et al.*'s more linguistic analytic approach focuses on discourse units that express communicative intents.(Swangboonsatic 2006: 100)

Despite their differences, both approaches have produced significant outcomes which this

author considered as key factors when applying the Move-Step analysis approach in her research:

(Adapted from Swangboonsatic 2006: 96-103)

1. A move has higher rhetorical rank and larger linguistic structure than a step/act. This suggests that there is a hierarchy in these linguistic realizations and that communicative intents expressed in moves and steps/acts may also have different hierarchical ranks.
2. The Identification of moves and steps/acts needs to be based on both, communicative intents and linguistic realization.
3. Analysis also relies on semantic analysis of lexis that signify imbedded meanings and relationships of intentions in the text.

Swales' rhetorical analytical approach focuses on communicative purposes and he explains that achievement of one purpose or several purposes leads to the accomplishment of another purpose through the rhetorical organization of the text. According to Swangboonsatic (2006), this suggests that Swales conceives two abstract hierarchical ranks of intentions in the structure of communicative purposes and determines intentions based on this abstract hierarchical structure. Similarly, and more explicitly Lewin *et al.*'s (2001) discourse unit approach relies on the conceptualization of the two abstract hierarchical levels of discourse units in relation to the textual organization.

It is important to notice that such a hierarchical structure has also been suggested by Eggins and Slade's (1997) in their systemic functional linguistic study of conversation and by Trosborg's (1995) in his pragmatic study of speech acts of requests, complaints and apologies. Both studies adopted Sinclair and Coulthard's (1995) two discourse hierarchical ranks of moves and acts.

### **2.6.3 Adapting Move Step Approach to current research**

Applying Swales' (1990) and Lewin *et al.* (2001) concepts and analytical frameworks to describe IUA were not a simple task. This was mainly because neither of these approaches was intended to cover IUAs. However; the author considered that some aspects of those concepts could be very useful for the current study, specifically the abstract 'hierarchy' of communicative purpose, structure and textual organization.

Bearing this abstract in mind, the first task of the current research study was to identify communicative intentions from the texts by adopting an approach that involves semantic

analysis of lexis that signify imbedded meanings and relationships of intentions in the text, textual organization, syntactic structure and lexico-grammatical signals. According to Swangboonsatic (2006) such process is implied in Swales and Lewin *et al.* but for the description of IUA it assumes a key role. Then, the interpretation of IUAs adopted in this thesis will be based on an inference analytical process to elicit communicative intents from lexis in each Discourse Unit (DU). A DU can be realized by various linguistic features of lexis, syntactic structures and paragraph structures, and length.

Sometimes these linguistic features, lexico-grammatical signals and textual organization are used to mark each DU and its communicative intentions (Swangboonsatic 2006: 104).

For example in the following segment:

*...the objectives of this Agreement shall include, but **not be limited to**, the following: the development of collaborative research projects...*

the lexical-grammatical signal 'not limited to' + the article (the), adjective (following) + syntactic structure, suggest that there are 2 groups of lexis and discourse units.

D1- *the objectives of this Agreement shall include, but **not be limited to***

D2 *the following: the development of collaborative research projects...*

D1 connotes a meaning of informing the reader that there could be more new objectives in the future, while D2 establishes the current objectives of the agreement. This means that there is more than one communicative intention in this segment.

The following chart shows the analysis of DUs and communicative intentions in an IUA (x)

Discourse Units	Communicative Intentions
Academic Cooperation Agreement between X university and Y university	Stating type of cooperation /agreement. Introducing universities.
Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, the University X, a corporation created pursuant to the Post-Secondary Learning and the university Y enter into this	Referring to university credentials.

<p>Academic Cooperation Agreement (Agreement) and agree to the following:</p>	<p>Expressing the will to cooperate.</p>
<p><b>OBJECTIVES</b></p> <p>The objectives of this Agreement shall include, but <b>not be limited to</b>, the following:</p> <p>the development of collaborative research projects;</p> <p>the exchange of staff and graduate students; and</p> <p>the exchange of publications and other materials of common interest.</p>	<p>Addressing objectives of cooperation.</p> <p>Addressing objectives of cooperation.</p> <p>Stating there could be new objectives in the future.</p> <p>Establishing the ways of cooperation.</p>
<p><b>IMPLEMENTATION</b></p> <p>In order to carry out and fulfil the aims of this Agreement, U of C and UCV shall each appoint a Campus Co-ordinator who shall manage the development and conduct of joint activities. The Campus Co-ordinators shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.</p> <p>Specific details of any activity shall be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing by the President/Vice-chancellor at each institution, shall become an integral part of the general Agreement. The SLOA shall include such items as: the</p>	<p>Addressing implementation of the agreement.</p> <p>Appointing university coordinators.</p> <p>Specifying university coordinators' duties.</p> <p>Addressing rules and regulations of universities involved in the agreement.</p> <p>Introducing the Supplemental Letter of Agreement (SLOA) and its objectives.</p> <p>Specifying purpose of Supplemental Letter of Agreement.</p>

<p>responsibilities of each Party for the agreed upon activity, schedules for the specific activity, budgets and sources of financing and any other items necessary for the efficient achievement of the activity. If the activity shall include collaborative research, issues such as Confidential Information, Intellectual Property and Publication Rights shall be addressed in the SLOA</p>	<p>Specifying content of SLOA.</p>
<p><b>DURATION AND TERMINATION OF AGREEMENT</b></p> <p>This Agreement shall become effective on the date that it is signed by both Parties and shall be valid for a period of five years, but may be renewed by mutual consent.</p> <p>Any changes to this Agreement shall be subject to the written consent of both Parties.</p> <p>This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.</p>	<p>Addressing duration and termination of agreement.</p> <p>Indicating the time in which the agreement shall take effect.</p> <p>Indicating specific duration of agreement.</p> <p>Acknowledging future changes in the document.</p> <p>Acknowledging the possibility of terminating the agreement.</p> <p>Indicating the procedure for terminating an agreement.</p>
<p><b>DISPUTE RESOLUTION</b></p> <p>Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.</p>	<p>Addressing dispute resolution</p> <p>Indicating how to proceed in case of disagreements among the parties</p>

As witness to their subscription to the above Articles, the representatives of X and Y have hereunto provided their endorsement.	Expressing the will to subscribe to terms and conditions of the agreement.
For and on behalf of University X (University X Representative's name)	For and on behalf of University Y (University Y Representative's name) Indicating the representatives authorized for signing the agreement
University X Representative's signature Date	University Y Representative's signature Providing endorsement Indicating the date when the document was signed

The above chart shows that most IUAs are well structured in terms of sentences and paragraphs and that their textual organization and syntactic structure can be used as part of this analysis of discourse units and communicative intentions. Each paragraph or fragment of the text tends to contain more than one DU that will express the intentions of the writer.

It can now be explained, how the author adopted these hierarchical ranks of DU and communicative intentions. As previously suggested in some genre studies (Swales 1990, Trosborg 1995, Sinclair and Coulthard 1995, Eggins and Slade 1997 and Lewin *et al.*2001) the overall communicative purpose and organizational structure of a text have two hierarchical levels: macro and micro level. Thus, intentions and DUs that contribute to the overall communicative purpose and organizational structure of a text are categorized as the macro level. On the other hand, intentions and DUs that lead to the development or achievement of another intention and realization of another discourse unit that

constitute the main communicative purpose and main structure of a text are categorized as the micro level. These hierarchical levels are abstract concepts; however, they play an important role when identifying intentions and overall communicative purpose of the text.

For example, the following intentions: 'stating type of agreement', 'introducing the parties of the agreement', 'establishing credentials', are related to the same level and lead to a higher hierarchical rank of communicative intention of 'stating the parties of the agreement'. Together, they all contribute to the overall communicative purpose of the IUA. Thus, 'stating type of agreement', 'introducing the parties of the agreement' and 'establishing credentials are categorized at the micro level and are subordinated to the macro hierarchical ranking: 'stating the parties of the agreement'. As a result, the hierarchy of intentions of the IUA used as example can be listed below:

<b>Main Intentions (Macro level)</b>	<b>Subordinate Intentions (Micro Level)</b>
Entering into mutual cooperation	<ul style="list-style-type: none"> <li>-Stating type of agreement</li> <li>-Introducing universities</li> <li>-Referring to university's credentials</li> <li>-Expressing the will to cooperate</li> </ul>
Establishing cooperation	<ul style="list-style-type: none"> <li>-Addressing objectives of cooperation.</li> <li>-Stating there could be new objectives in the future.</li> <li>-Specifying the ways of cooperation.</li> <li>-Addressing implementation of the agreement.</li> <li>-Appointing university coordinators.</li> <li>-Specifying university coordinators' duties.</li> <li>-Addressing rules and regulations of universities involved in the agreement.</li> <li>-Introducing the Supplemental Letter of Agreement (SLOA) and its objectives.</li> <li>-Specifying purpose of Supplemental Letter of Agreement.</li> <li>-Specifying content of SLOA</li> </ul>

Establishing the time frame of the agreement	<ul style="list-style-type: none"> <li>-Addressing duration and termination of agreement.</li> <li>-Indicating the time in which the agreement shall take effect.</li> <li>-Indicating specific duration of agreement.</li> <li>-Acknowledging future changes in the document.</li> <li>-Acknowledging the possibility of terminating the agreement.</li> <li>-Indicating the procedure for terminating an agreement.</li> </ul>
Dealing with disputes	<ul style="list-style-type: none"> <li>-Addressing dispute resolution.</li> <li>-Indicating how to proceed in case of disagreements among the parties.</li> </ul>
Stating the final dispositions of the agreement	<ul style="list-style-type: none"> <li>-Expressing the will to subscribe to terms and conditions of the agreement.</li> <li>-Indicating the representatives authorized for signing the agreement.</li> <li>-Providing endorsement.</li> <li>-Indicating the date when the document was signed</li> </ul>

Thus, in this research, main intentions expressed at the macro level of hierarchy will be considered as moves while subordinate intentions expressed at micro level of hierarchy will be considered as steps.

### **2.7 IUA Macro Level: the Moves**

In a more general way and trying to identify regularities which could later guide the work of translators and international relations officers, the author of this project identified seven different moves in an IUA. As previously stated, these moves are expressed at a macro level of text. Each move has its own realizations: the steps which will then be expressed at a micro level of hierarchy. The moves identification was carried out through an observational method that allowed the author to observe the information sequence of

agreements, no matter where they come from. The moves identified were the following:

Move 1: Entering into mutual cooperation.

Note that this move is the very first step in an IUA. It presents the parties and the kind of cooperation through different steps (See next section).

Move 2: Reviewing background cooperation.

Note that this move was not found in all of the IUAs in the sample. It refers to previous joint actions carried out by the parties.

Move 3: Presenting new cooperation/ establishing ways of cooperation.

Note that if the agreement contains move number 2, then move number 3 will be 'presenting new cooperation'; on the contrary, if the agreement does not have move 2, the following move after 'entering into mutual cooperation' will be 'establishing ways of cooperation'.

Move 4: Establishing the terms for cooperation.

Note that these are the conditions on which the parties agreed about cooperation. Some agreements just make reference to move number 3 and do not establish specific terms that must be accomplished to carry out cooperation.

Move 5: Establishing the time frame of the agreement.

Note that this is a move found in every IUA of the sample.

Move 6: Dealing with disputes.

Note that this move does not appear in every agreement in the sample.

Move 7: Stating the final dispositions of the agreement.

Note that this is the closing part of the agreement. This move is found in every agreement in the sample.

From these seven moves the author identified 4 moves as mandatory. That is every official document that intends to play the role of an IUA must include the following moves:

Move 1: Entering mutual cooperation.

Move 2: Establishing ways of cooperation/ presenting new cooperation.

Note that specific terms for cooperation could be included in a Supplement Letter of Agreement or in Specific IUAs.

Move 3: Establishing the time frame of the agreement.

Move 4: Stating the final dispositions of the agreement.

For entering into cooperation, universities may or may not refer to previous joint actions. Most of the time, before signing an IUA, universities send a Letter of Intent which includes the background of the cooperation. As for the 'dealing with disputes move', it is up to the parties to dedicate a clause of the agreement to address an action or event that hopefully will never occur, i.e. having a dispute. Sometimes it may be considered as something negative to start new cooperation thinking about conflicts. However, some other institutions prefer to have a clause clarifying what needs to be done in case of disputes and misunderstandings.

## **2.8 IUA Micro Level: The steps**

Every move mentioned before has its correspondent steps, i.e. subordinate intentions that contribute to the overall intention of the text. The moves guide the translator and international relations officers to build the macro structure of the agreement while the steps will advise them about the different realizations of those moves. The author identified the following steps:

### **MOVE 1: ENTERING INTO MUTUAL COOPERATION**

Step 1: Stating type of agreement.

Step 2: Introducing the universities names.

Step 3: Stating universities' acronyms.

Step 4: Stating universities' countries.

Step 5: Stating universities' addresses.

Step 6: Stating universities representatives.

Step 7: Referring to universities' credentials.

Step 8: Stating the purpose of the Agreement.

Step 9: Indicating the date of elaboration of the Agreement (sometimes found in MOVE 1 instead of MOVE 7)

Step 10: Opening cooperation to a third party (Rarely found).

Step 11: Definitions and interpretations of acronyms or terms used in the IUA (Rarely found)

### **MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION**

Step 1: Reference to previous joint actions.

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

Step 3: Referring to the general information about the parties.

### MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

Step 2: Reference to the objectives of new cooperation.

Step 3: Appointing universities representatives or announcing the necessity of appointing a representative.

### MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

Step 2: Stating the conditions on which the parties reach their agreement.

Step 3: Reference to the ways of implementing cooperation.

Step 4: Announcing the existence or stating necessity of a Supplement Letter of Agreement.

Step 5: Announcing specific responsibilities of the parties.

Step 6: Announcing the evaluation of the agreement's operation and the ways it is to be done (not that common).

### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 2: Indicating the date when (and conditions on which) the agreement shall take effect.

Step 3: Indicating the possibility, dates and ways of renewing the Agreement.

Step 4: Expressing the possibility to terminate the Agreement.

Step 5: Indicating the procedure for terminating the Agreement (and how to proceed with ongoing activities).

Step 6: Indicating the date of termination of the Agreement

### MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

Step 2: Establishing a neutral party for solving disputes.

### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 2: Providing clarifications related to the legal status of the document.

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 5: Indicating the number of originals and copies of the document.

Step 6: Indicating the date when and place where the document was signed.

Step 7: Providing endorsement.

Some of above steps are not necessarily found in every agreement, although the author considers it important to mention them all. Then, it will be up to the universities, staff or translator whether to include a certain step or not.

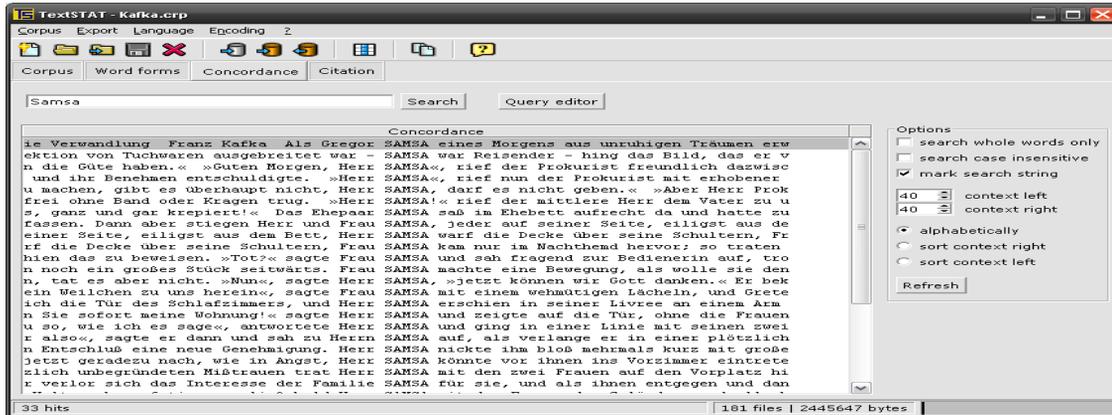
## **2.9 Steps characterization: Introducing the Text STAT tool**

Legal language is one of the reasons why preparing or translating an IUA into English is so difficult. And this language is contained in the steps. IUAs use certain set phrases and expressions, peculiar grammatical structures, a particular vocabulary which includes the usage of archaisms, Latinisms, aphorisms, and follow a generally established text structure. Even when translators look for help in glossaries, they feel disappointed when they cannot find the terms they are looking for or their equivalents in the target language. In addition, there are many glossaries of legal terms, but they could be lengthy and they mainly address the language use in courts (for example the United States Court Glossary of Legal Terms, available at <http://www.uscourts.gov/Common/Glossary.aspx>; Canadian Ministry of the Attorney General Glossary of Terms, available at <http://www.attorneygeneral.jus.gov.on.ca/english/glossary/>; or the British HM Courts & Tribunals Service - Glossary of terms, available at <http://www.justice.gov.uk/courts/glossary-of-terms>).

That is why the author considers important to address the description, in terms of words, grammatical structures and set expressions, of the IUA steps. Moreover, she intends to show the most frequently used words, grammatical structures and set expressions that can be found in this kind of document. For this, she built a corpus, which from now on will be referred to as the 'IUA corpus', and used a lexicometric tool called Text STAT.

Text STAT is a concordance program (See Picture #1) which was designed to be user friendly and provide simple Internet based application with very good statistic results. Texts can be combined to form corpora (which can also be stored as such). Then, the program analyses these text corpora and displays word frequency lists, concordances, and keywords in context according to search terms. With Text STAT it is possible to know how often a certain word occurs or in what contexts it is used. Word combinations can

also be examined (Adapted from Quick start Guide to text analysis with Text STAT, available at [https://blogs.princeton.edu/hrc/assets/quickstart\\_textstat.pdf](https://blogs.princeton.edu/hrc/assets/quickstart_textstat.pdf)).

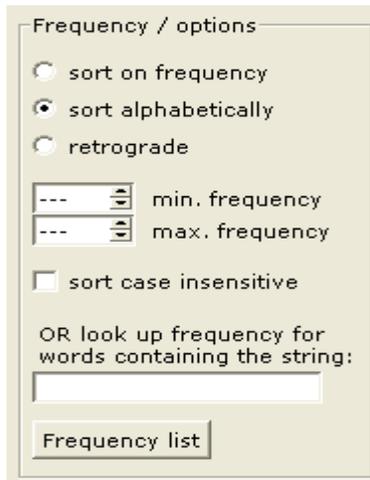


Picture #1

Text STAT allowed to add the IUA files and to put together the IUA corpus by clicking on the tab sheet 'Corpus' found in its menu bar.



After compiling the corpus it was possible to obtain the frequency information on the word forms contained in the IUA corpus by clicking on the 'Word Forms' tab. It is also possible to click on the 'Frequency list button' to generate a default word frequency list.



Then, the Search/Concordance tab showed a specific word form or a keyword in context.

Options

search whole words only

search case insensitive

mark search string

context left

context right

alphabetically

sort context right

sort context left

When defining the search term (in 'Search/Concordance'), it was possible to use so-called 'regular expressions'. While these are not particularly user friendly, they are extremely powerful in executing very precise search queries. The results of the IUA corpus will be shown in detail in Chapter III.

### **Part III The intercultural approach**

*(...) Culture is a blueprint which guides the behaviour of people in a community. It also governs our behaviour in groups, makes us sensitive to matters of status and help us know what others expect of us and what will happen if we do not live up to their expectations (...)* (Larson & Smalley, 1972:39). The above quotation highlights one of the main reasons why the concept of intercultural communication was brought to this project. It is a fact that IUAs take place in an international field where different cultures interact. And it is precisely this interaction among different cultures and languages what constitutes the source of misunderstandings when establishing a new cooperation. Even when communication takes place among members of the same speech community (seen as a group of speakers who share common features of language, M. Bloor & T. Bloor, 2007), intercultural differences could result in ambiguous communication. As Ronowicz & Yallop (1999:17) point out: *contrary to common believe, it is true that there are a significant culturally determined differences in the way discourse is carried out by native speakers of English in countries like UK, Australia or the USA, where English is the common language for most of the population.* Thus, next sections are devoted to the study of cross- cultural differences between native English speaking communities and the English varieties. In this scenario language will be seen as a realization of a specific culture.

#### **2.10 Cross-cultural differences between native English-speaking communities: the English varieties**

The spread of English language has resulted in a dramatic increase in the number of its regional and functional varieties. According to Ronowicz & Yallop (1999: 15) *What began as a limited number of dialects in England is now a conglomerate of national native or what we have called 'institutionalized varieties of English', each of which can be subdivided into sometimes few, sometimes very numerous regional dialects. Moreover, some of these dialects or national varieties have become the basis for the development of pidgins in different parts of the world. Each of these varieties can be further studied for registers, styles, jargons and various other higher and lower order areas of use.*

Mostly the varieties of English are compared to the Standard English variety. In this sense, 'standard' is the term generally used to refer to that variety of a language that is considered the norm. Thus, Standard English (SE) is the variety regarded as ideal for educational purposes, and usually used as a yardstick by which to measure other varieties (McKay *et al.*, 2008). According to Crystal (1995) and Trudgill & Hannah (2002), SE associates more directly with the written form of the language, and by extension, with the language used by 'educated' speakers of English.

Nowadays, there is a growing number of varieties of Standard English between countries and even varieties of English within countries. Except for differences of pronunciation and some orthographic, lexical and grammatical peculiarities, all of these varieties refer to the same language. Some people could think then that English speakers, as speakers of the same language, could use the language in the same way to communicate with one another. The truth is that there are significant culturally determined differences in the way discourse is carried out by native speakers of English. According to Ronowicz & Yallop (1999: 17) *such differences not only sometimes cause problems for native speakers from different countries, but are known to have been responsible for culture-shock phenomena among immigrants moving from one English-speaking country to another.*

None of the English-speaking countries are completely alike. All of them have their own traditions, religious beliefs and identities which are reflected in their language. For instance, Australia, Canada, New Zealand, Grenada, Uganda, Nigeria, South Africa and the USA all began as British colonies that later gained independence at different times, in different ways, and to a different degree. Nowadays, these countries have their own national and social policies which resulted in the emergence of eight different cultures.

### English varieties

This research contains IUAs from 15 countries: United States of America, Great Britain, Canada, Grenada, India, Nigeria, Philippines, South Africa, Uganda, Australia, New

Zealand, Switzerland, Sweden, Belgium and Germany. Among all these countries, it is possible to distinguish the following English varieties (According to Richler, 2006: 18): African, American, Canadian, Caribbean, Australian/New Zealand, British, East Asian and South Asian. It is important to notice that the author will refer to East Asian and South Asian varieties as only one Southeast Asian variety. The sample of current research includes the most general varieties of the English language as shown in the table below.

<b>List of countries</b>	<b>Variety of English</b>
United Kingdom	British
Grenada	Caribbean
India	South Asian
Canada	Canadian
Nigeria South Africa Uganda	African
Philippines	East Asian
United States of America	American
Australia	Australian
New Zealand	New Zealand
Switzerland	Not determined
Sweden	Not determined
Belgium	Not determined
Germany	Not determined

In the particular case of IUAs which are documents written using a very formal language, English language does not vary radically. Spelling practices and grammatical usage are relatively uniform and there is a large common vocabulary. However, it is possible to find some differences. The following paragraphs show differences among these varieties, through examples found in IUAs. The author of this thesis believes that knowing specific elements of different English varieties will help translators or experts to better

comprehend these agreements and even to adapt spelling or word choice to the target audience.

### British English vs. American English

*It is a fascinating fact that a dialect born in the south-eastern corner of a multilingual offshore island, together with an accent spoken by a small minority on that island, has had such successful world-wide career and has, indeed, come to be the current lingua franca, that is, the language of international communication (Ronowicz and Yallop, 1999:57).*

British English is the natural and closest source of English for European countries, and its standard is established in the educational systems of its former colonial territories outside North America. However, the decline of Britain as a world power might have led to the swift adoption of American English as one of the most popular variants of the English language. What is undeniable though is that these two variants are the most widely spread varieties of the English language.

As far as the spelling is concerned, there are more instances of words which are usually written differently in British English and in American English. A typical example would be the words that end in ‘-our’ in British spelling but ‘-or’ in American. For instance, in BrE it is possible to find (...) *responding in a real time to the behaviour of the experiment (...)* while in AmE we would find *Central Michigan University has 8 colleges: Humanities and Social and Behavioral (...)* or *specifically, both institutions agree not to discriminate against any person because of age, ancestry, color (...).*

Some words ending in ‘-re’ in British spelling are ‘-er’ in American. For instance the word Center will be usually spelt with the ending ‘-er’ Center while in BrE it will end in ‘-re’: *AU agreed to write a proposal for establishing a ‘Tongji- Edinburgh Research Centre’.* On the other hand, in American usage, the letter ‘l’ or ‘m’ is usually not double but British usually does double the consonant. For instance, BrE will spell the word modeling with double ‘l’ as in *One of the key strengths of the group is its expertise and experience in computational modelling (...).*

The ‘-ize’ spelling is normal in the USA in words like analyze, recognize, e.g. *recognizing their mutual interest in promoting cooperation (...).* The ‘-ize’ spelling is often claimed to be a feature of American writing, but in fact ‘-ize’ is also becoming common in Britain. A strong preference for ‘-ise’ is probably more characteristic of Australia and Canada.

American usage generally has the shorter form of some words like programm, e.g. *Contents of the Collaboration programm* while Britain tends to prefer the longer forms

programme as in *Joint postgraduate student supervision and professional development programmes*.

Despite all the spelling differences previously stated, the grammar of English varies very little among these written varieties of English. A few minor variations in grammatical patterns are evident though. For example, American use of 'gotten' rather than 'got' as the past participle of get, plus some variations in other past forms of verbs. However, such differences are usually found in conversational English rather than in written official documents such as IUAs. It is important to notice that *standard British English (but not including pronunciation) is really very close to educated English in North America and indeed to educated English around the world* (Ronowicz & Yallop, 1999:60).

### Canadian variety

According to Ronowicz and Yallop (1999: 138-139) Canada has a rich and varied racial and ethnic makeup and an official multicultural policy which has had an impact and continues to have implications for the variety of English employed for its inhabitants.

Many people believe that Canadian English is not a language in its own right but rather a variety of American English. Avis defines Canadian English as neither American nor British, different from them in terms of vocabulary, syntax and pronunciation (Avis, 1955). The *Canadian Dictionary of the English Language* (1997) has come to prove that there is indeed a Canadian variety of English with its own peculiar spellings, pronunciations and definitions. The truth is *Canadian English is not substantially different from the AmE when it comes to syntax* Ronowicz & Yallop, 1999: 147); although, the use of 'as well' (meaning also, in addition) sentence-initially to link two sentences (de Wolf, 1992, quoting after Ronowicz & Yallop, 1999: 148) could be a true Canadian syntactic feature.

As Canada is geographically closer to the USA, American English has influenced the Canadian variant; however, spelling practices reflect both British and American influences. For instance Canadian will write analyse but recognize and could use the longer and shorter form of the word programme/ program. In general the education system tends to favour British conventions, but the influence of American spelling through publications and media are extremely strong.

### New Zealand/ Australian English

Like Australia, NZ is a country which has had substantial immigration from Britain, and as a result, it has inherited many British features. Both of these varieties are very similar; however, NZ English contains distinctive characteristics which make it different from the Australian variant.

For instance, in grammar, a clearly productive feature of NZ English is the re-categorizing of words from one grammatical class to another, typically nouns to verbs or verbs to nouns (although this phenomenon is by no means limited to NZ E.). The New Zealand Dictionary 'Orsman & Orsman, 1994' lists some 4500 words that have a uniquely NZ meaning, either on their own or in a combination with other words in idiomatic phrases. Furthermore, NZ English uses a great number of English words with an alternative meaning and it also incorporates Māori (language spoken by the native New Zealanders) loan words. For instance, in NZ IUAs it is possible to find terms like *tangata whenua*, a Māori word combination meaning 'people of the land', e.g. *For the purposes of this Memorandum, Ngāi Tahu are the tangata whenua of the boundary defined within the 1996* or concepts expressed in only one Māori word such as *manaakitanga*, which describes or manifests, in a Māori sense, more of a broader cultural concept around reciprocity of kindness, respect and humanity. Similar concepts could be expressed in English using word combinations such as 'caring for others', 'making someone else feel at home' or 'hospitality'. It is also possible to find words such as *mana*: meaning authority; *kawa*: meaning NZ protocol or etiquette; *tikanga*: meaning general behaviour guidelines for daily life or *Kaiwhakahaere*: meaning 'chairman'; among others. English equivalents of Māori terms could be found in the Māori- English Dictionary available at <http://www.maoridictionary.co.nz/>)

Australia, like New Zealand has inherited the same conservative spelling system of the British community, with very little local innovation. Where British and American practices diverge, Australian and New Zealand have tended to follow British practice in most respects (Ronowicz & Yallop, 1999:30). This means that when choosing between *cancelling/canceling*, the British spelling (double l) is preferred. With "-our" words like *behaviour/behavior* the spelling of "-our" is always used. Then, in words that may be spelled with either an -ise or an -ize suffix (such as *organise/organize*) New Zealand English, like Australian English, mainly prefers -ise.

### Caribbean variety

The history and social structure of the Caribbean countries have had an important influence on their languages. The history, depending on the colonizer, divided the present day Caribbean into English-speaking, Spanish-speaking, French-speaking and Dutch-speaking. Nowadays, there are five variations of the English language in use in the Caribbean: *Creole E.*, *Erudite E.*, *Foreign E.*, *Rasta E.* and *Standard E.* Scholars generally agree that although the dialects themselves vary significantly in each of these

countries, they all have roots in 17th-century English and African languages. Now, when it comes to written formal language, like the one employed in IUAs, all of these English variations follow the British English standards.

### South-East Asian variety

All Southeast Asian countries are linguistically and culturally diverse, with two major language families, Dravidian and Indo-Aryan, a shared cultural and political history, common literary and folk traditions, and pervasive strata of Sanskrit, Persian, and English in language and literature. According to experts several factors operated in favor of the spread of English: the work of Christian missionaries, demand from local leaders for education in English in order to benefit from Western knowledge; and a decision by the government of India to make English the official medium of education.

As far as the English variety employed in India, it is valid noting that idiomatic forms derived from Indian literary and vernacular language have become assimilated into Indian English in differing ways according to the native language of speakers. Written formal English tends to be quite close to that of Standard English in terms of syntax, grammar and vocabulary, though. In fact, Indians continue to use phrases from British English that other English speakers now consider antiquated. For instance, some IUAs might include phrases such as "*do the needful*" or "*parties shall be intimated shortly*". Recent influences from American English have created inconsistencies. For instance, both "program" and "programme" can be found.

According to Platt *et al.* (1984 : 149) Indian English favors lengthy constructions, bookish vocabulary and exaggerated forms which make even a formal style appear 'more formal' to speaker of another variety.

### African variety

This variety refers to the English language as it is used in Africa. In principle, the term can refer to English used anywhere from the Mediterranean to the Cape of Good Hope, including in Egypt by speakers of Arabic, in Nigeria by speakers of Hausa, Igbo, and Yoruba, and in the Republic of South Africa by speakers of Afrikaans, Xhosa, Zulu, and other regional languages, as well as by settlers of British origin. In practice, however, the term is usually restricted to Black Africa, especially to ex-British colonies, with three subcategories: WEST AFRICAN ENGLISH (Cameroon, Gambia, Ghana, Nigeria, Sierra Leone, with Liberia as a special case because of its American associations), EAST AFRICAN ENGLISH (Kenya, Tanzania, Uganda, and perhaps Sudan), and *Southern African English* (Botswana, Lesotho, Malawi, Namibia, Swaziland, Zambia, Zimbabwe,

with South Africa as a special case because of its history and ethnic diversity) (Encyclopedia.com available at [http://www.encyclopedia.com/topic/African\\_languages.aspx](http://www.encyclopedia.com/topic/African_languages.aspx)).

Because of the official role and use of the English language by the media, Standard English occupies a privileged place in the stratification of languages in these regions, but is by and large a minority language learned mainly through formal education. Depending on situation, the choice of code to be used in a conversation is generally first the local language, then the national language or lingua franca, and then English. Other elements in such a range of choices are the pidgins and creoles of English in West Africa and of Afrikaans in South Africa and Namibia.

As for the grammar, the discussion of syntax tends to center on deviations from Standard English rather than a consideration of distinctively AfrE forms. Features include: (1) sporadic countable use of usually uncountable nouns. (2) The inconsistent omission of the plural in some contexts. (3) A tendency to repeat words for emphasis and rhetorical purposes. (4) Simple verbs often used instead of their phrasal-verb derivatives.

As for the vocabulary, words and phrases borrowed from local languages: West African *oga* master, boss (Yoruba) might be found in legal documents.

## **SUMMARY**

Chapter II has been divided into 3 parts: Part 1- Understanding IUAs, Part 2 -Describing the Methodology used and Part 3 -The Intercultural Approach. All of these macro sections came to support the overall aim of this chapter which is to show the methodology of analysis followed by the author in this study. Part 1 and 3 complement the most important section of the chapter which is Part 2. In this part, the author really explains all the methodology followed to identify IUA's communicative intentions later referred as moves. Once the research problem and its possible solution are explained, the author proceeds to identify all the moves and steps found in a sample of 26 IUAs coming from 15 countries.

On the other hand, Part 1 explains to the reader all the legal issues underlying the term IUA. As the matter of fact, the author explains why she decided to use the term 'Inter – University Agreements' to refer to academic agreements signed among universities. Part 3 focuses on the English varieties and how their differences might have an influence on the writing or translation of an IUA.

## **CHAPTER III SHOWING RESULTS OF ANALYSIS**

### 3.1 Identifying IUA's moves and steps according to English varieties

As mentioned in Chapter II, the sample used for this project contains seven different English varieties: British English, American English, New Zealand/Australian English, Caribbean English, South-East Asian English, African English and Canadian English. Since Chapter II identified IUA's moves and steps in a more general way, in this chapter the author will be more specific by identifying the moves and steps found in each of the English varieties of the sample. That way, whenever translators or international relations officers have to produce an IUA in English, they could establish first which of the English varieties they are supposed to address. And second, they could follow the corresponding moves and steps identified for that specific variety of English.

For a better understanding of these results, the author divided the sample of 26 IUAs into 8 groups. Each group will represent a variety of the English language found in the study. The following table shows the numbers of documents grouped according to the varieties and their corresponding codes for analysis.

VARIETY OF ENGLISH	NUMBER OF DOCUMENTS	COUNTRIES	CODE
African English (AfrE)	2 1 1	Nigeria (NGA)  South Africa (ZAF)  Uganda (UGA)	AfrE NGA 01 AfrE NGA 02 AfrE ZAF 03 AfrE UGA 04
American English (AmE)	4	USA	AmE 01 AmE 02 AmE 03 AmE 04
British English (BrE)	5	UK	BrE 01 BrE 02 BrE 03

			BrE 04 BrE 05
Canadian English (CanE)	1	Canada	CanE 01
New Zealand/Australian English (NZ/AUS E)	2	Australia (AU)	NZ/AUE 01
	1	New Zealand (NZ)	NZ/AUE 02 NZ/AUE 03
Caribbean English (CAR E)	1	Grenada	CAR E 01
Southeast Asian English (SeAE)	2	India (IND)	SeAE IND 01
	1	Philippines (PHL)	SeAE IND 02 SeAE PHL 03
English as a foreign Language (EFL)	1	Belgium (BEL)	EFL BEL 01
	1	Germany (GER)	EFL GER 02
	2	Sweden (SWE)	EFL SWE 03
	1	Switzerland (SZ)	EFL SZ 04 EFL SZ 05

It is important to notice that the moves and steps identified in each variety correspond to the moves and steps described in Chapter 2. The reader may find that in some documents the author goes from MOVE 1 directly to MOVE 4 or from MOVE 4 directly to

MOVE 7 and so on. This means that the document which has been analyzed did not include MOVES 3, 5 or 6.

This analysis intends to show the preferences of certain varieties of English for specific moves or steps.

### **3.1.1 IUA moves and steps found in the African variety of English**

For the description of moves and steps found in AfrE agreements, the author chose two documents: AfrE NGA 01 and AfrE UGA 04 (See Appendixes # I and III) to see the original documents). The first one shows how an IUA can include details about economic issues such as funding for projects, specific actions or students/professors/staff accommodations at host universities. The second one was chosen because it contains all of the moves identified by this author in Chapter II. This is good opportunity to see how these moves function in a real context.

#### **AfrE NGA 01**

The following document was published on the website of the Covenant University, Nigeria (available at <http://www.covenantuniversity.edu.ng/>).

#### **MOVE 1: ENTERING INTO MUTUAL COOPERATION**

Step 1: Stating type of agreement.

#### **MEMORANDUM OF UNDERSTANDING** (step 1)

Step 9: Indicating the date of elaboration (sometimes found in MOVE 1 instead of MOVE 7)

Step 2: Introducing the universities' names.

Step 3: Stating universities' acronyms.

Step 5: Stating universities' addresses.

Step 4: Stating universities' countries.

Step 6: Stating universities' representatives.

*THIS MEMORANDUM OF UNDERSTANDING*(step 1)*is made by this ... Day of ... 2009*(step 9)*between COVENANT UNIVERSITY*(step 2)*(CU)*(step 3)*of Km. 10, Idiroko Road, Canaan Land, Ota, Ogun State, Nigeria*(step 5)*and FAYETTEVILLE STATE UNIVERSITY*(step 2)*(FSU)*(step 3)*1200 Murchison Road, Fayetteville, NC 28301-4298, USA*(step 5). *Covenant University, represented by its Vice-Chancellor* (step 6) *and Fayetteville State University represented by its Chancellor* (step 6).

#### **MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION**

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

WHEREAS

1. The parties conduct programs and activities in basic and applied research, education and training, and technology and information transfer and have the capabilities and expertise to conduct programs and activities of interest and potential benefit to the other (step 2).

MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

2. The parties agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs for of each university (step 1).

MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

3. In furtherance of the above, the parties intend to facilitate all exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research (step 1).

Step 2: Stating the conditions on which the parties reach their agreement.

4. In furtherance of the above, the parties recognize that implementation of any agreement will depend upon the availability of financial resources and upon the academic interests and expertise of individual colleges/ schools/ departments/ faculty members. Accordingly, joint institutional goals will be accomplished in accordance with separately negotiated memoranda of understanding (step 2).

Step 3: Reference to the ways of implementing cooperation.

Step 5: Announcing specific responsibilities of the parties. (Sometimes, step 3: 'reference to ways of implementing cooperation' takes a more specific form as in step 5 where specific responsibilities of the parties are announced).

5. *That a variety of cooperative approaches shall be employed, such as:*

a) Exchange of undergraduate and graduate students: Students are expected to purchase appropriate medical insurance as required by hosting institution to participate in the exchange program (step 3). Each University will assist students in making

arrangements for accommodation and the student will be responsible for all associated housing costs (...)(step 5)

b) Exchange of faculty members: Each host university will assist faculty in making arrangements for suitable housing. Appropriate health insurance will be made available by each institution to assure sufficient medical care for the duration of the visit (step 5).

d) Development of joint research projects and solicitations for funds from both Nigeria and USA funding agencies (step 3).

APPEARANCE OF Step 2: Reference to the objectives of new cooperation of MOVE 3

#### THE OBJECTIVES OF THE PROGRAM

6. That the initial focus of this partnership agreement will be upon the:

a) Development of staff /student exchange programs, and

b) Development of joint research objectives between the two universities in areas deemed compatible (step 2)

Note: In this case step 2 'objectives of the IUA' of MOVE 5 appear in the middle of the text and not at the beginning as usual. It also appears separated from other steps found in MOVE 5.

Step 2: Stating the conditions on which the parties reach their agreement.

7. That the financial and/or funding considerations shall become a specific subject of discussion and agreement within the framework of a separate agreement (...)

(...) the number of exchange students for each academic year should be mutually agreed upon by both parties (...)

(...) exchange students are responsible for their own book costs, medical costs, and other expenses that may arise during their stay at the hosting institution (...) (step 2)

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

APPEARANCE OF Step 3: 'Expressing the possibility to amend the document' of MOVE 7

8. That this Memorandum of Understanding will be in effect for three years (step 1), subject to revision or modification by mutual agreement (step 3 of MOVE 7).it is also understood that either institution may terminate the agreement at any time (step 4) by

giving a notice in writing to the other party at least six (6) months in advance. It is assumed that such action would be taken only after mutual consultation in order to minimize potential inconvenience to the other party (step 5).

MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 2: Providing clarifications related to the legal status of the document.

9. That the parties to this Memorandum of Understanding shall be bound by the terms and conditions of this agreement (step 1). Nothing therefore, shall diminish the full autonomy of either institution, nor may any constraint be imposed by either upon the other (step 2).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 6: Indicating the date and place where the document was signed.

Step 7: Providing endorsement.

THE COMMON SEAL of the within named COVENANT UNIVERSITY  
was hereunto affixed in the presence of

  
Aize O. I. Obayan, Ph.D  
Vice Chancellor  
Covenant University

Date: 14/01/09.....

THE COMMON SEAL of the within named FAYETTEVILLE STATE  
UNIVERSITY was hereunto affixed in the presence of

  
James Anderson, Ph.D  
Chancellor  
Fayetteville State University

Date: 2/20/09.....

**AfrE UGA 04**

The following document was published on the website of the Makerere University, Kampala, Uganda (available at <http://mak.ac.ug/>)

MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities names.

Step 4: Stating universities countries.

**FRAME AGREEMENT** (step 1)

Between **MAKERERE UNIVERSITY**, (step 2) **KAMPALA, UGANDA** (step 4)

And **UNIVERSITY OF BERGEN** (step 2), **BERGEN, NORWAY** (step 4)

On **research collaboration, scientific competence building, student and staff exchange, and institutional development**

(This step could be identified as the goals of further cooperation, please note that only this document includes such areas as part of the presentation of the document)

MOVE 2: REFERRING BACKGROUNDS OF COOPERATION

Step 1: Reference to previous joint actions.

**Preamble**

A “General Agreement of Co-operation” was signed between Makerere University (hereafter referred to as MU) and the University of Bergen (hereafter referred as UoB) in May 1992. This five-year agreement expired in 1997. Since 1992 the co-operation between our two universities has expanded considerably, and at both universities this collaboration is given priority(step 1).

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

Both institutions have invested considerable effort and resources into the co-operation. Today 4 centres, 3 faculties and 7 departments at UoB are involved in the co-operation, at MU 6 departments and 2 faculties are participating (...)(step 2).

MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

**Makerere University and the University of Bergen,** inspired by their common principles, complementary objectives and mutual interest to establish co-operation centred on collaborative research, teaching and exchange of staff and students, scientific competence building, and institutional development, have decided to agree on the terms and conditions set out in the Articles following hereunder (step 1).

MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 3: Reference to the ways of implementing cooperation.

Step 1: Identifying the areas of cooperation.

**Article 1: Areas of co-operation**

1.1 This agreement shall be considered an element in the strategic work at MU and UoB by giving priority to collaboration projects between scientists from the two academic institutions. There shall be mutual information on ongoing and new international activities,

and scientists may be invited to participate in ongoing and future research projects if funding can be provided (step 3).

1.2 It is an important part of this agreement to include partners into present networks, and it is an aim jointly to expand and secure existing and future networks (step 3).

1.3 The co-operation between the two institutions will take the form of:

Joint research and teaching in existing projects, through mutual assistance in the establishment of new joint programmes, and joint organisation of conferences and workshops (step 1)

Exchange of staff and exchange of graduate students (step 1)

Exchange of information and publications (step 1)

1.4 Institutional development and competence building shall be integrated into all collaboration activities and by actively encouraging scientists at both universities to participate (step 3).

(...)

Step 2: Stating the conditions on which the parties reach their agreement.

### **Article 2: Research and teaching**

2.1 Collaboration between the two universities can be established in any field of mutual interest relevant to the objectives of the two universities. The universities shall have mutual obligations to develop a balanced collaboration and to seek to develop human resources and increase intellectual capital at both universities (step 2).

(...)

### **Article 5: Funding and finance**

5.1 As a general principle the cost of the collaboration shall be covered through project overhead from the projects under the Frame Agreement. Remaining overhead may be allotted to project development within the agreement (step 2).

(...)

## **MOVE 6: DEALING WITH DISPUTES**

Step 1: Indicating how to proceed in case of disagreements among the parties.

### **Article 8: Disputes, time frame, termination, and ratification**

8.1 In case of any dispute relating to the implementation or interpretation of this Frame Agreement there shall be mutual consultation between the signatories to this Frame Agreement (step 1).

## MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 3: Indicating the possibility, date, and ways of renewal.

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities)

Step 2: Indicating the date and conditions in which the agreement shall take effect.

8.2 *This Frame Agreement has a time frame of fifteen years (step 1). Based on the development of the collaboration, the Strategic Document will be mutually evaluated and renegotiated every five years, the Annex revised and updated by the co-ordinators every three years (step 3).*

8.3 *Either party could terminate the Frame Agreement (step 4), giving a notice of not less than six months prior to the termination (step 5).*

8.4 *This Frame Agreement shall take effect upon ratification by signature by the Vice Chancellor of Makerere University and the Rector of the University of Bergen (step 2).*

## MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 6: Indicating the date and place where the document was signed.

Step 4: Indicating the representatives authorized for signing the agreement.

Kampala, 18<sup>th</sup> of November 1999

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*Makerere University*

*Professor P.J.M. Ssebuwufu*

*Vice-Chancellor*

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*University of Bergen*

*Professor Kirsti Koch Christensen*

*Rector*

It is important to notice that most of the IUAs written using the AfrE variety include clarifications regarding economic issues such as funding for projects, joint actions, stays of staff, academics or students at hosting institutions. Such clarifications appear mainly in the steps 2 or 3 of MOVE 4.

IUAs mainly refer to actions that will be carried out among the parties involved in the agreement. However, some agreements manifest the interest of the parties involved in welcoming third parties to the cooperation. That is the case of document AfrE ZAF 03, one of the four documents of the sample for AfrE. This particular document included a

rarely found step, described in MOVE 1, i.e. opening cooperation to a third party. The fragment below shows this step in context:

*Further, participation in the multilateral cooperative programme is open to other interested parties, collectively referred to as THE OTHER PARTIES, should they wish to join in the activities set forth in this Understanding, and provided they agree to and accept the aims and objectives of (...).*

### **3.1.2 IUA moves and steps found in the American variety of English**

For the description of moves and steps found in AmE agreements, the author chose two documents: AmE 01 and AmE 04. The first document shows a particular characteristic of IUAs written using the American variety of English, i.e. reference to social principles such as academic freedom, no- discrimination and good conduct. The second document shows a more concise IUA style sometimes used by USA universities.

#### **AmE 01**

The following document was found on the Cornell University website (available at <http://www.cornell.edu/>).

#### **MOVE 1: ENTERING INTO MUTUAL COOPERATION**

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 4: Stating universities' countries.

Step 3: Stating universities' acronyms.

*MEMORANDUM OF UNDERSTANDING (step 1)*

*Between Cornell University; Ithaca, NY, U.S.A. (step 2 and 4)*

*for and on behalf of the College of Engineering*

*and National Cheng Kung University, Tainan, Taiwan, R.O.C. (step 2 and 4)*

*for and on behalf of the College of Electrical Engineering and Computer Science*

*Cornell University for and on behalf of the College of Engineering (step 2) (Hereafter referred to as "Cornell") (step 3) and National Cheng Kung University for and on behalf of the College of Electrical Engineering and Computer Science (step 2) (Hereafter referred to as "NCKU") (step 3) (NCKU and Cornell hereafter referred to as "Parties") (...)*

#### **MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION**

Step 1: Expressing the will to cooperate.

*(...) recognizing their mutual interest in promoting cooperation in research and education agree to undertake the activities severally and jointly set forth herein (step 1).*

Step 2: Reference to the objective (s) of new cooperation.

### **Article 1. Objective**

*Cornell University and National Cheng Kung University (NCKU) enter into this agreement to facilitate and improve scientific and pedagogical exchanges between the institutions (step 2).*

## **MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION**

Step 1: Identifying the areas of cooperation.

### **Article 2. Contents of the Collaboration Program**

*During the conduct of this MOU, collaboration between Cornell and NCKU may include:*

*(1) The exchange of visiting professors;*

*(2) The exchange of students;*

*(3) Joint research on scientific and technological subjects;*

*(4) Joint scientific and technological meetings, symposiums, and lectures;*

*(5) The exchange of academic findings, publications, and other academic and educational information; and*

*(6) Other academic and educational-collaboration and exchange (step 1).*

Step 3: Reference to the ways of implementing cooperation.

### **Article 3. Project Agreements**

*Both Parties shall severally assume responsibility for funding their respective research activities. This shall include but not be limited to responsibility for housing, accident and health insurance and/ or workers injury insurance applicable to the country where the activity takes place. The terms of cooperation for each specific activity described in Article 2 and implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. These Project Agreements shall be attached hereto in Appendix A as they are developed (step 3).*

Step 2: Stating the conditions on which the parties reach their agreement.

(...) Cornell's basic principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOU (...)(step 2)

(...) Specifically, both institutions agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. Cornell and NCKU shall abide by these principles in the administration of this MOU, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOU and any related agreements (...)(step 2)

(...)Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university (...)(step 2)

APPEARANCE OF Step 3: Appointing universities representatives or announcing the necessity of appointing a representative of MOVE 3

The below named individuals are representatives of the respective Parties responsible for the development and coordination of the specific activities contemplated by this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell University:

Name/Title: XXX

Address: 242 Carpenter Hall

Cornell University

Ithaca, NY 14853. US (...)(step 3)

MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

### **Article 15.Enforcement**

The Parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOU informally. In the event that internal attempts at resolution are not successful, the Parties agree that any formal claims in connection with this agreement against Cornell, its officers, agents and employees shall be brought in State or Federal Court having jurisdiction in Tompkins County, State of New York, and claims against NCKU shall be brought in the courts of

Taiwan. The MOU shall be construed in accord with the law of the courts in which the proceedings are brought (step 1).

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

#### **Article 16. Termination**

This MOU or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason (step 4) upon three (3) months written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreements (step 5).

Step 2: Indicating the date when (and conditions on which) the agreement shall take effect.

Step 6: Indicating the date of termination.

Step 3: Indicating the possibility, date and ways of renewal.

#### **Article 17 . Effective Date/Term**

This MOU shall become effective upon signature of all Parties (step 2) and shall expire 5 years after such date (step 6). This MOU shall be reviewed in its final year and may be extended by mutual written agreement of the Parties (step 3).

#### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

#### **Article 18. Entire Agreement/Modification**

This MOU constitutes the entire agreement between the Parties and may be amended only in writing signed by both Parties (step 3).

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 5: Indicating the number of originals and copies of the document.

The present agreement is approved (step 1) and signed in two copies in English and Chinese, the two copies being identical in content and having the same legal standing (step 5).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 7: Providing endorsement.

Step 6: Indicating the date and place where the document was signed.

*Signed:*

*For Cornell University*

-----

*XXXXX Dean of the College of*

*Engineering*

*Date: December 15<sup>th</sup>, 2006 (...)*

#### **AmE 04**

The following document is a Memorandum of Understanding sample from the Washington State University, Pullman, WA, USA (available at <http://www.wsu.edu/>).

#### **MOVE 1: ENTERING INTO MUTUAL COOPERATION**

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 4: Stating universities' countries.

*Memorandum of Understanding (MOU)(step 1)*

*Between*

*Washington State University, Pullman, WA, USA(step 2 and 4)*

*And*

*(Name of Institution, City, Country*

#### **MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION**

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

#### ***ARTICLE I. PARTIES AND PURPOSE***

*The \_\_\_\_\_ (\_\_\_\_) and Washington State University (WSU) conduct programs and activities of basic and applied research, education and training, technology and information transfer, and economic development. \_\_\_\_\_ and WSU have capabilities and expertise in conducting programs and activities of interest and potential benefit to the other (step 2).*

#### **MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION**

Step 1: Expressing the will to cooperate.

Step 2: Reference to the objectives of new cooperation.

\_\_\_\_\_ and WSU will cooperate in efforts to establish and conduct (step 1) mutually agreed upon cooperative and collaborative projects, programs, and/or activities which will enhance the programs of each (step 2).

MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 3: Reference to the ways of implementing cooperation.

Specific details of any cooperative/collaborative activities to be conducted, including cooperation with third parties and allocation of support and resources, shall be set forth and agreed upon in writing as a contract between parties (step 3).

APPEARANCE OF THE step 10: opening cooperation to a third party of MOVE 1

### **ARTICLE II. COOPERATION WITH THIRD PARTIES**

Since other universities, institutes, centers and organizations may have capabilities and conduct activities, which will benefit and support this collaboration, the XXX and WSU may identify other cooperators for joint participation in mutually agreed upon projects and activities (step 10 of MOVE 1).

MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 3: Indicating the possibility, date and ways of renewal.

Step 4: Expressing the possibility to terminate the agreement.

### **ARTICLE III. DURATION, TERMINATION**

The parties shall cooperate under this MOU for an initial period of five (5) years from the date of last signature (step 1), which may be extended by the mutual written consent of the parties (step 3). This MOU may be terminated by either party without liability at any time for any reason (step 4).

MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

Any modification shall require the written approval of the President of Washington State University and the \_\_\_\_\_ of \_\_\_\_\_, or their designees (step 3).

Step 2: Providing clarifications related to the legal status of the document.

### **ARTICLE IV. NON-BINDING NATURE**

*This MOU is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to contractually bind the parties (step 2)*

MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

**ARTICLE V. RESOLUTION OF DISPUTES**

*In the event that a dispute arises under this MOU, the parties shall make every effort to resolve it themselves. Should the parties enter future contracts contemplated by this MOU, such contracts will contain a detailed resolution process(step 1).*

APPEARANCE OF step 3: appointing universities representatives or announcing the necessity of appointing a representative of MOVE 3

**ARTICLE VI. CONTACT PERSONS**

***Washington State University***

*Dr. Prema Arasu*

*Professor and Vice Provost, International Programs*

*PO Box 645121*

*Pullman, WA 99164-5121*

*Phone: (509) 335-2543*

*Fax: (509) 335-2982*

*E-mail: prema.arasu@wsu.edu*

*http://www.ip.wsu.edu*

*(...)*

REAPPEARANCE OF MOVE 7

Step 4: Indicating the representatives authorized for signing the agreement.

Step 6: Indicating the date and place where the document was signed.

**ARTICLE VII. SIGNATURES**

***Name of Institution***

*Approved by:*

---

*Name, Title Date*

***Washington State University***

Approved by:

---

Elson S. Floyd, President Date

### 3.1.3 IUA moves and steps found in the British variety of English

For the description of moves and steps found in BrE agreements, the author chose two documents: BrE 01 and BrE 02 (See Appendixes # VIII and IX). These two documents contained the most frequently used moves and steps found in this variety, and even the two mostly often found lengths. For instance, BrE 01 like BrE 03 and BrE 05 are documents which use fewer moves and steps than the other ones to express their communicative purposes. Br 02, on the other hand, represents a group of more extensive documents like BrE 04.

#### **BrE 01**

The following document was published on the website of the University of Edinburgh (available at <http://www.ed.ac.uk/>).

#### MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

MEMORANDUM OF UNDERSTANDING (Step 1)

BETWEEN

THE UNIVERSITY OF EDINBURGH (Step 2)

AND

TONGJI UNIVERSITY

Step 8: Stating the purpose of the Agreement.

The objective of this memorandum is to establish substantive new collaboration between the University of Edinburgh in the United Kingdom and Tongji University in the People's Republic of China. The following arrangements will operate to evolve a partnership in the spirit of friendship and on the basis of equality and mutual benefit. (Step 8)

#### MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

Step 3: Reference to the ways of implementing cooperation

1. *The main mechanisms of collaboration will include:*

(i) The establishment of 'Tongji-Edinburgh Research Centre'(Step 3)in the area of safety engineering (step 1);

(ii) Joint postgraduate student supervision and professional development programmes initially in (step 3),but not limited to, engineering areas (step 1);

(iii) Shared academic research activities, exchange of students and staff for short terms visits and shared organization of workshops and symposia (step 3);

Step 2: Stating the conditions on which the parties reach their agreement.

2. *Any cooperative programme in the above areas would be set up in accordance with the formal agreement and after completion of recognition procedures in the two institutions (step 2).*

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 2: Indicating the date in which the agreement shall take effect.

Step 3: Indicating the possibility, date and ways of renewal.

3. The Memorandum shall remain in force for a period of five years(step 1)commencing from the date of signing(step 2) and may reviewed by mutual consent by serving six month written notice to the other party, upon renewal, the terms will have been agreed. New terms may be agreed as part of a renewed understanding(step 3)

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement and how to proceed with ongoing activities.

4. Both the UNIVERSITY OF EDINBURGH and TONGJI UNIVERSITY reserve the right to terminate this memorandum by either party(step 4 )giving six months written notice to the other. Where such termination occurs, the provisions of this memorandum shall continue to apply to ongoing activities until their completion (step 5).

#### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 2: Providing clarifications related to the legal status of the document. (This step is mainly found in documents written using BrE and not in other varieties)

5. Nothing in this memorandum shall be construed as creating any legal relationship between the parties. This memorandum is a statement of intent to foster genuine and mutually beneficial collaboration (step 2).

Step 1: Expressing subscription to the terms and conditions of the agreement.

The University of Edinburgh and Tongji University welcome the establishment of this memorandum for cooperation and jointly agree to the provisions as set out above (step 1).

Step 5: indicating the amount of originals and copies of the document.

There will be two copies of this memorandum equally valid, one for each party (...) (step 5)

Step 4: Indicating the representatives authorized for signing the agreement.

Step 7: Providing endorsement.

Step 6: Indicating the date and place where the document was signed.

THE UNIVERSITY OF EDINBURGH

TONGJI UNIVERSITY



Professor Geoffrey Boulton  
Vice Principal  
The University of Edinburgh



Professor YANG Dongyuan  
Vice President  
Tongji University

Date:

Date:

## **BrE 02**

The following document is a template published in the website of the Leeds Metropolitan University (available at <http://www.leedsmet.ac.uk/>)

### MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 4: Stating universities' countries.

MEMORANDUM OF UNDERSTANDING (step 1)

BETWEEN

LEEDS METROPOLITAN UNIVERSITY (step 2), UNITEDKINGDOM (step 3)

AND

OTHER PARTY (step 2), [COUNTRY] (step 3)

Step 8: Stating the purpose of the Agreement.

The purpose of this Memorandum is to underpin the development of what is hoped will become a long-term partnership between the University and the [Other Party](step 8).

It therefore sets out matters of agreed principle and policy, reflecting the spirit of co-operation between the University and the [Other Party], but it is not intended to be legally binding, with the exception of clause 6. The University and the [Other Party] may but are not obliged to enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.(In

this particular document, step 2: Providing clarifications related to the legal status of the document, described in MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT appears in MOVE 1. This appearance is not common; this step of MOVE 7 was only found in this document. However, it opens the possibility of finding such step in the very first move of an agreement.

MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

## **2 Aims of the joint activity**

The University and the [Other Party] agree in good faith to work together(step 1)to promote or develop the following:

Step 2: Reference to the objectives of new cooperation.

2.1 the provision of assured high-quality education through joint initiatives in curriculum development;

2.2 extending and increasing access, geographically and socially, to higher education;

2.3 improving the services the University and the [Other Party] offer to local communities, business and industry;

2.4 joint initiatives in research;

2.5 building a network of education opportunities accessible to all;

2.6 enhancing staff development opportunities by fully exploiting the strengths of both parties, to the benefit of all concerned;

2.7 the interchange of members of staff (...) (step 2)

MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 2: Stating the conditions on which the parties reach their agreement.

As noted in clause 1, any such future joint activities of the University and the [Other Party] will be, where appropriate, covered by appropriate legally binding agreements (step 2).

Step 3: Reference to the ways of implementing cooperation.

*The University and the [Other Party] agree to:*

2.1 ensure that strategic planning for all activities takes place within the annual higher education planning cycle, and at an appropriately senior level within each institution, so enabling the parties to maximise the use of public funds and avoid unnecessary duplication of effort; [delete if not appropriate]

2.2 ensure that all activity is conducted in an orderly manner, reflects the strengths of the parties, and where possible is complementary, drawing on their respective missions and corporate plans;

2.3 take part in activities that are cost-effective and efficient in development and implementation, assure the standards and quality of the awards, and provide complete, accurate and reliable information to students and stakeholders. [delete if not appropriate] (...)(Step 3).

The University and the [Other Party] will each nominate a senior contact who will be responsible in practice for ensuring effective liaison between them; preserving the underpinning principles outlined here; and maintaining an overall perspective on developments initiated through this Memorandum(step 3).

MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 6: Indicating the date of termination

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement.

This Memorandum shall expire on the date that is five (5) years after the date of execution (step 6) , but may be terminated earlier than that date at any time by either party(step 4)upon the giving of one (1) week's written notice to the other.(step 5).

APPEARANCE OF Step 2: Providing clarifications related to the legal status of the document corresponding to MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

(This move and its step 2 usually appear at the very end of an agreement; however, this document shows step 2 of MOVE 7 twice at the beginning of the document and before MOVE 6: dealing with disputes)

Step 2: Providing clarifications related to the legal status of the document.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party (step 2)

MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or other matters arising out of or in connection with this Memorandum (step 1)

MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

The terms of this Memorandum may be amended at any time by agreement in writing between the parties (step 3).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 7: Providing endorsement.

Step 6: Indicating the date and place where the document was signed.

*Signatures*

*Authorised Signatory for Leeds Metropolitan University*

*Signature* .....(step7)

*Name in capitals* DR PAUL SMITH

*Post* Deputy Vice-Chancellor, Strategic Development (step 4)

*Authorised Signatory for Other Party*

*Signature* .....

*Name in capitals* NAME

*Post* Post

*Date* .....(step6, in this case the document only indicates the date of signature)

### 3.1.4 IUA moves and steps found in the Canadian variety of English

The IUA chosen for analysis was CanE 01. This is the same agreement which was used by the author in Chapter II for the description of IUAs' Discourse Units and communicative intentions. Now we shall show an analysis based on the description of Moves and Steps.

#### **CanE 01**

The Universidad Central "Marta Abreu" de Las Villas, CUBA and Calgary University authorized the use of this document for analysis (See appendix # XIII) for a full version of the agreement).

#### MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 4: Stating universities' countries.

ACADEMIC COOPERATION AGREEMENT (step 1)

Between THE UNIVERSITY OF CALGARY, CANADA (step 2 and 4)

And

UNIVERSIDAD CENTRAL DE LAS VILLAS, CUBA (step 2 and 4)

#### MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION

Step 3: Referring general information about the parties.

APPEARANCE OF THE step 3: stating universities' acronyms of MOVE 1.

APPEARANCE OF step 1: expressing the will to cooperate of MOVE 3.

#### **1.0 PREAMBLE**

1.1 Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding (step 1 of MOVE 3), the University of Calgary, a corporation created pursuant to the Post-Secondary Learning Act, S.A., 2003, C. P-19.5, (step 3)(UofC) (step 3 of MOVE 1) and Universidad Central de Las Villas (UCV)(step 3 of MOVE 1) enter into this Academic Cooperation Agreement (step 1 of MOVE 3) (Agreement) and agree to the following (step 1 of MOVE 3):

#### MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 2: Reference to the objectives of new cooperation.

#### **20 OBJECTIVES**

2.1 The objectives of this Agreement shall include, but not be limited to, the following:

- a) the development of collaborative research projects;
- b) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
- c) the exchange of staff and graduate students; and
- d) the exchange of publications and other materials of common interest.

2.2 Cooperative projects under this Agreement may include any of the academic disciplines of UofC and UCV (step 2).

#### MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 3: Reference to the ways of implementing cooperation.

APPEARANCE OF Step 3: Appointing universities' representatives or announcing the necessity of appointing a representative OF MOVE 3.

#### 30 **IMPLEMENTATION**

31 3.1 In order to carry out and fulfill the aims of this Agreement, UofC and UCV shall each appoint a Campus Co-ordinator who shall manage the development and conduct of joint activities (step 3 of MOVE 4 and step 3 of MOVE 3). The Campus Co-ordinators shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions (step 3).

Step 4: Announcing the existence or stating necessity of a Supplement Letter of Agreement.

Step 3: Reference to the ways of implementing cooperation.

3.2 Specific details of any activity shall be set forth in a Supplemental Letter of Agreement (SLOA) (step 4) which, upon signing by the President/Vice-chancellor at each institution, shall become an integral part of the general Agreement. The SLOA shall include such items as: the responsibilities of each Party for the agreed upon activity, schedules for the specific activity, budgets and sources of financing and any other items necessary for the efficient achievement of the activity. If the activity shall include collaborative research, issues such as Confidential Information, Intellectual Property and Publication Rights shall be addressed in the SLOA (step 3).

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 2: Indicating the date (and conditions) in which the agreement shall take effect.

Step 1: Indicating the duration of the agreement.

Step 3: Indicating the possibility, date and ways of renewal.

APPEARANCE OF THE step 3: Expressing the possibility to amend the document (and the way it shall be done) of MOVE 7

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

4.1 This Agreement shall become effective on the date that it is signed by both Parties(step 2)and shall be valid for a period of five years(step 1), but may be renewed by mutual consent(step 3).Any changes to this Agreement shall be subject to the written consent of both Parties(step 3 of MOVE 7).

4.2 This Agreement may be terminated by either Party at any time(step 4)provided that the terminating Party gives written notice of its intention at least six months prior to termination(step 5).

MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

### **5.0 DISPUTE RESOLUTION**

5.1 Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties (step 1).

MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

As witness to their subscription to the above Articles, the representatives of UofC and UCV have hereunto provided their endorsement (step 1).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 6: Indicating the date (and place) where the document was signed.

Step 7: Providing endorsement.

*For and on behalf of*

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY**

-----*(step 7)*

*Dr. XXXXXXXX(step 4)*

*Vice-President*

*Date: (step 6 'only date')*

*For and on behalf of*

*UNIVERSIDAD CENTRAL DE LAS VILLAS*

*----- (step 7)*

*Prof. Dr. XXXXXXXX (step 4)*

*Rector*

*Date: (step 6 'only date')*

### **3.1.5 IUA moves and steps found in the New Zealand/Australia variety of English**

The content of IUAs using this variety of English is very similar to the above described documents. One particular characteristic of these agreements could be that their content is built around the joint activities the parties shall undertake in near future and as a result of the signing of the agreement. NZ/AU E 01 shows this emphasis, as well as a new component not that common in IUAs, i.e. the appearance of an appendix. Sometimes an IUA could include an appendix or supplement letter. Such additions provide specific information not included in the main text of the agreement. For instance, in document NZ/AU E 01, the appendix refers to a Student Exchange Agreement that will be considered as part of the scope of the general agreement.

#### **NZ/AU E 02**

The following document was published at the University of New South Wales website (available at <http://www.unsw.edu.au/>).

In this agreement MOVE 1: ENTERING INTO MUTUAL COOPERATION is presented by step 1: stating type of agreement; step 2: introducing the universities' names and step 3: stating universities' acronyms as previously seen in other documents. MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION and its step 1: expressing the will to cooperate appears in its traditional way: *the University of New South Wales (...) and the University of Gothenburg (...) hereby record their intentions to promote academic and educational exchange (...)*. However, MOVE 4 ESTABLISHING THE TERMS FOR COOPERATION and its corresponding step 1: identifying the areas of cooperation and step 3: reference to the ways of implementing cooperation, are presented in a different way. In this document, each area/activity of cooperation constitutes a different clause. Then, the ways of implementing that activity will be explained consequently. In the documents described so far, the areas or activities

of cooperation will be put together in only one clause. Later, the universities would explain the ways of implementing cooperation in more general terms (See fragments below).

## 1. STAFF EXCHANGE

### 1.1 Exchange of Academic Staff

The two universities may nominate their academic staff to participate in an exchange for the purpose of study or lecturing in the other university on a reciprocal basis.

The participant is subject to approval by the host university. The period of exchange will normally be one or two semesters. The host university will provide a university appointment, library and research facilities, and other assistance as far as possible. The sending university will also maintain its academic staff on full salary during the period of the exchange. The host university will assist the visiting academic staff in locating living accommodation.

### 1.2 Visiting Academic Staff

In addition to the reciprocal exchanges, either university may invite faculty members of the other university for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the home university. In such cases the inviting university makes appropriate funding arrangements agreed to in advance.

*Page 1 of 3*

## 2. STUDENT EXCHANGE

### 2.1 Exchange of students

Each university may send students, either undergraduate or postgraduate, to the other university in appropriate fields of study.

2.2 Both universities agree that the exchange program for degree training should follow the educational system and regulations of the counterpart university. Students from each college or faculty who apply for degree or non-degree programs shall submit their applications to the other college or faculty through its own university.

## 4. EXCHANGE OF ACADEMIC MATERIALS

4.1 Each university shall exchange relevant materials, such as those relating to the library, on a regular basis. The libraries can also exchange reference materials for research purposes.

(...)

The concluding part of the agreement which usually contains MOVES 5, 6 and 7, is very similar to the ones described so far in this thesis.

This document contains an appendix as showed below.

**APPENDIX TO MEMORANDUM OF UNDERSTANDING**  
**STUDENT EXCHANGE AGREEMENT**  
between  
**THE UNIVERSITY OF NEW SOUTH WALES**  
and  
**THE UNIVERSITY OF GOTHENBURG**

This is an Appendix to a Memorandum of Understanding between the University of New South Wales and The University of Gothenburg. The Memorandum of Understanding together with this Appendix shall constitute a Student Exchange Agreement.

(...)

This appendix has its objectives and the ways they should be implemented as well as a time frame.

### **3.1.6 IUA moves and steps found in the Caribbean variety of English**

For the description of moves and steps found in this variety of English, the author chose document CAR E 01, an IUA between a Grenadian University and an American university. This is the only document in the whole sample that represents the Caribbean variety of English; however, it shows the most commonly found moves and steps in IUAs coming from English speaking Caribbean countries.

#### **CAR E 01**

The following document was published online with no limited access.

#### **MOVE 1: ENTERING INTO MUTUAL COOPERATION**

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 3: Stating universities' acronyms.

Step 4: Stating universities' countries.

Step 5: Stating universities' addresses.

#### **MEMORANDUM OF UNDERSTANDING (step 1)**

**Between**

**St. George's University, Limited (step 2)**

**And**

**Fayetteville State University (step 2)**

**WHEREAS: St. George's University, Limited (SGU)(step 2 and 3) located in St. George's, Grenada(step 5) and Fayetteville State University (FSU)(step 2 and 3) located in Fayetteville, North Carolina(step 5) (...)**

## MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION

Step 1: Reference to previous joint actions.

(...) conduct programs and activities in education and training, and basic and applied research (step 1);

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

WHEREAS: Each university has capabilities and expertise to conduct programs and activities of interest and potential benefit to the other (step 2);

## MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

NOW, THEREFORE: SGU, represented by its Chancellor, and FSU, represented by its Chancellor, have agreed, by the following terms, to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/ or activities, which will enhance the programs of each institution (step 1).

Step 2: Reference to the objectives of new cooperation.

TERMS:

1. This Memorandum of Understanding (MOU) is intended to facilitate exchanges and cooperative initiatives between the two universities (...) (step 2)

## MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

(...) in the areas of instruction; faculty, staff and student exchanges; and basic and applied research (...) (step 1)

2. The areas of initial interest for collaboration are listed below:

a) Management Information Sciences

b) The pre-medical program

c) Criminal Justice

d) Online courses leading to the BSN degree

(...)(Step 1)

Step 2: Stating the conditions on which the parties reach their agreement.

Step 3: Reference to the ways of implementing cooperation.

Step 5: Announcing specific responsibilities of the parties.

Step 6: Announcing the evaluation of the agreement's operation and the ways it is to be done (not that common).

3. Both parties recognize the implementation of any agreement regarding cooperative initiatives will depend upon the availability of financial resources of the respective universities and upon academic the academic interests and expertise of individual colleges/schools/ departments/ faculty members. Accordingly, joint institutional goals will be accomplished in accordance with a separately negotiated agreement for each cooperative initiative. (...)(step 2)

4. (...) 4.1 Exchange of undergraduate and graduate students: Students will be required to purchase appropriate medical insurance (...). Each university will assist students in making arrangements for accommodations (...) (Step 5 and 3).

5. The results obtained from any research or studies jointly conducted may not give rise to any endeavour independent of the other university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities (step 2).

6. Specific objectives to which this Memorandum of Understanding may lead will be subjected to joint and periodic evaluations and reviews by appropriate authorities (...)  
(step 6)

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

APPEARANCE OF step 3: Expressing the possibility to amend the document (and the way it shall be done) of MOVE 7.

7. This Memorandum of Understanding will be in effect for five (5) years (step 1), subject to revision or modification by mutual agreement of the parties(step 3 of MOVE 7)  
(...)

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

(...) either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice. It is provided, however, that if any student or faculty is participating in an exchange program on the effective date of notice, then any such termination shall not be effective with respect to such student (...) (step 5)

#### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 4: Indicating the representatives authorized for signing the agreement.

Step 6: Indicating the date and place where the document was signed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

  
James A. Anderson  
Chancellor  
Fayetteville State University  
Fayetteville, North Carolina

  
Charles R. Modica  
Chancellor  
Saint George's University  
Grenada, West Indies

Date: 10-21-09

Date: November 12, 2009

### 3.1.7 IUA moves and steps found in the Southeast Asian variety of English

For the description of this variety, the author shows the analysis of SeAE IND 01. This document, in spite of containing the most common moves and steps so far described, shows a different way of presenting them. As the reader will shortly notice such document does not include any headings or enumerated clauses. This particular feature is commonly found in IUAs written using the Southeast Asian variety of English.

#### **SeAE IND 01**

##### MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 4: Stating universities' countries.

Step 5: Stating universities' addresses.

Step 7: Referring to universities' credentials.

Step 3: Stating universities' acronyms.

*Memorandum of Understanding (step 1)*

*International Partnership Programs*

*between*

*Indian Institute of Technology Guwahati, India (step 2 and 3)*

*and*

*Karlstad University, Sweden (step 2 and 3)*

*This Memorandum of Understanding (MoU) (step 1) is made between:*

The Indian Institute of Technology Guwahati, Guwahati-791 039, India(step 2, 5 and 4), an autonomous body incorporated under the Institute of Technology Act 1961, as amended up to date, having its office at Guwahati(step 7), hereinafter called IITG(step 3); and Karlstad University, 651 88 Karlstad, Sweden(step 2, 5 and 4), a governmental body, originally founded as a Teacher Training College in 1843, reinstated in several steps to become in 1999 the modern and research-based university it is today(step 7), hereinafter called KAU(step 3).

### MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 2: Reference to the objectives of new cooperation.

Step 1: Expressing the will to cooperate.

In order to promote cooperation and the advancement of academic, research, and educational exchanges between IITG and KAU (step 2)the two institutions agree to formalise a MoU (step 1)as follows:

### MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

Within fields that are mutually acceptable,the following general forms of cooperation will be pursued:

. Academic visits/Exchange of faculty

Examples: Planning and handling of academic programs and courses, organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research, and industrial practice.

. Joint teaching programs, research activities, and publications (...)(step 1)

Step 2: Stating the conditions on which the parties reach their agreement.

The purpose of this MoU is to express the intentions of the Parties, specifically f or the internship arrangements. The terms of cooperation for other specific activities contemplated under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate document executed by both parties. Activities to be organised under this agreement will be the responsibility of the Heads of both institutions or of persons designated by them. National regulations and customs shall be mutually respected. This MoU imposes no financial obligations on either party. Both institutions

understand that all financial arrangements will have to be negotiated and will depend on the availability of funds (step 2).

Step 3: Reference to the ways of implementing cooperation.

Each home university should complete its selection of exchange students and nominate its exchange students for the Exchange Programme (including Internships) to the host university within a reasonable time frame to be mutually agreed between the universities.

The exchange student's nomination should be accompanied by a: curriculum vitae (...)

The host university should evaluate the nominated exchange students and determine their acceptability for admission as exchange students (including internships). (...)(Step 3)

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

This MoU will remain current for five years with the understanding that either party may terminate it by giving the other party twelve months' written notice, unless an earlier termination is mutually agreed upon (step 1, 4 and 5).

MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT and its steps 4, 6, and 7 are showed in the traditional way.

### **3.1.8 IUA moves and steps found in documents written in English used as a foreign language**

The agreements of the sample coming from countries where English is used as foreign language show the traditional moves and steps so far described by the author. However; the ways they are presented vary. These documents are concise and their sentences are simple and shorter than those found in other English varieties. The use of enumerated clauses, articles, titles and sentences to present each move and its corresponding steps is common. For instance, EFL BEL 01, EFL GER 02 and EFL SWE 03 showed contents full of enumerated articles and titles:

EFL BEL 01

(...)**Title I - GENERAL PHILOSOPHY**

Art. 1. *Purpose of the co-operation*

*The purpose of the general agreement between the UCLV and the VUB is to improve by collaboration the scientific and educational level of the two Institutions and to promote and intensify the friendship and the mutual understanding between the two Institutions.*

*Art. 2. Fields of co-operation*

*Co-operation between the two Institutions concerns the entire area of education, research and academic management in the two Institutions. The two parties shall conclude programme-agreements in order to provide for specific co-operation and exchange projects in particular fields.*

**Title II - CONTENT OF THE CO-OPERATION**

*Art. 4. Exchange and co-operation in the field of research and education.*

*4.1. Exchange of professors and researchers*

*The exchange of professors, researchers, technical and administrative staff and students may take place on long and on short term basis. Academic Staff may be assigned educational as well as research tasks (...).*

**EFL GER 02**

*(...) In order to achieve a better mutual understanding and a better co-operation in the field of scientific and technological research, as well as in the field of teaching, the above named universities have come to the following agreement based on the intensive co-operation that already exists:*

**§1**

*The aim of this partnership is the implementation of joint research projects in those departments in both universities which have demonstrated a willingness to work together.*

**§2**

*At both universities the professors and academic staff are to be granted time off, within a given scope, in order to take part in previously stipulated teaching and research programmes.*

**§5**

*Further co-operation is to be developed and regularly co-ordinated with the aim of designing new work programmes on current issues of mutual interest to both partners to the agreement.*

**EFL SWE 03**

*(...)Article 7*

*Budgets for specific programmes will be mutually agreed upon by the two institutions;*

#### *Article 8*

*Any of the two institutions has the right to seek revision or termination of the memorandum by giving six months' notice (...).*

### **3.2 Results from the IUA corpus analysis when using TextSTAT tool**

As previously mentioned in Chapter II, the author of this dissertation intends to show the most frequently used words, grammatical structures and set expressions that can be found in Inter-University Agreements. For this, she built the 'IUA corpus', and used a lexicometric tool called Text STAT, a concordance program with very good statistic results. Text STAT was able to analyse the corpus and to display several word frequency lists, concordances, and keywords relevant to this research. According to the author, the results shown below are considered the most relevant to this research and will be taken as a sample of IUA general lexicon.

Table I shows a list of words that appear most frequently in the corpus. The number in brackets shows the number of times the word appears. By doing this, the author intends to provide the most commonly used words in IUAs. It is important to notice that the author focused on words that were relevant to IUA content and meaning, for instance, subjects, adjectives and verbs. Table I also proves how IUA lexicon combines legal and academic

terms. Please notice that the appearance of the same word with or without capital letter has been counted as one, e.g. party (51) and Party (27) are seen as only one word: party (78). The same applies to the different spellings of the same words, e.g. co-operation (35) and cooperation (29) were considered as only one word 'cooperation (64)', and the same applies to *programmes* and *programs*.

#### **Table I**

the(1017), of (883), and (761), to (507), in (316), university (343), be (270), this (206), for (194),agreement (183), shall (168), will (168), by (165), students (156), a (153), or (144), as (115), is (108), exchange (172),academic (98), may (93), both (94), on (91), research (91), at (87), any (81), other (80), party (78), between (74), parties (74), understanding (68), activities (65), cooperation (64), that (63), with (57), from (56), programs (55), mutual (54), joint (54), each (53), two (53), are (51), their (51), an (49),student (48), which (46), Memorandum (45),such (43), article (42),
--

institutions (42), faculty (41), institution (40), staff (40), either (39), MOU (39), projects (38), collaboration (36), agree (35), agreed (36), have (36), host (32), , under (32), all (31), specific (31), development (30), professor (30), written (30), years (29), information (28), international (28), interest (26), purpose (23), partners (23), mutually (22), notice (21), activity (21), agreements (21), central (21), referred (21), technology (21), provide (20), scientific (20), financial (19), implementation (19), basis (18), establish (18), ,members (18), arrangements (17), chancellor (17), cooperative (17), courses (17), responsible (17), partnership (16), respective (16), collaborative (15), education (15), develop (15), hereinafter (13), negotiated (13), objectives (13), required (13), termination (13), behalf (12), conditions (12), jointly (12), regulations (12), responsibility (11), principles (11), participants (11)

Table II shows the grammatical structures and set expressions which appeared the most in the IUA corpus.

## **Table II**

### Frequently found Grammatical Structures

**-auxiliary verb indicating future tense + verb 'be'+ past participle verb forms** (will be developed, will be arranged, will be undertaken, will be arranged, shall be deemed, shall be employed, shall be expected, shall be considered, shall be covered, shall be attached, shall be nominated, shall be referred)

**-modal verb+ verb 'be'+ past participle verb forms** (may be arranged, may be undertaken, may be terminated, may be invited, may be allotted, may be extended, may be amended, may be revoked, may be regarded, may be located, may be reviewed, may be agreed, may be added, may be negotiated, may be increased, may be assigned, may be varied, may be modified)

**-adjective (joint)+ noun** (joint research, joint property, joint projects, joint activities,

joint supervision, joint initiatives, joint participation, joint venture, joint management, joint goals, joint programs)

- **negative pronoun 'non'+ noun** or **negative pronoun 'non' + adjective+ noun** (non-performance, non-discrimination, Non-Assignment, non-discrimination policies, non-exclusive agreement, non-degree programs, non- degree enrolment, NON-BINDING NATURE.)

#### Frequently found set expressions

mutually agreed upon, by mutual consent of, hereinafter referred to as, recognizing the mutual benefits to be gained

### **3.3 Proposing IUA models**

Chapter II and Chapter III describe the most frequent communicative and linguistic characteristics of IUAs. This last section shows three different models of agreements that could be used as a guide by Cuban international relations officers and translators when producing an IUA in English. These models follow the moves and steps described so far in this thesis. When elaborating them, the author focused more on their communicative purposes than on the variety of English chosen. All of them are written using the American variety of English which is the most common variety spoken and written in Cuba. In case translators and international relations officers are translating or producing an IUA for a country that uses a different variety of English, they could always follow the specific features described for each of the variants of English (See sections 2.10 of Chapter II and/or 3.1 of this Chapter III). It is valid to notice that moves and steps included in the models presented below are the most frequently found in this kind of agreements. In case translators or experts had to include another move or step not included in the models, they could always take a look at section 2.7 and 2.8 of Chapter II.

MODEL 1 and MODEL 2 are more elaborated documents, while MODEL 3 is more concise and uses short sentences and bullet points. They all have particular characteristics which will be presented below.

#### MODEL 1

This model could be considered as the most general document of the three proposed by the author. It includes only the most basic moves and steps of an IUA (See in section 2.7, the moves identified as mandatory). This kind of agreement could be used for different purposes: when universities want to establish cooperation based on general terms, when

universities want to explore if the cooperation will be successful, when universities need a document as a stepping stone for establishing cooperation. It is common that an IUA like this one should require the addition of a Supplement Letter of Agreement in the future. Thus, this letter will specify all the details the IUA did not take into account.

The moves and steps included in this model are the following:

MOVE 1: Entering mutual cooperation.

Step 1: Stating type of agreement

Step 2: Introducing the universities' names.

Step 3: Stating universities' acronyms.

Step 4: Stating universities' countries.

MOVE 2: Establishing ways of cooperation/ presenting new cooperation.

Step 1: Expressing the will to cooperate.

Step 2: Reference to the objectives of new cooperation.

MOVE 3: Establishing the time frame of the agreement.

Step 1: Indicating the duration of the agreement.

Step 3: Indicating the possibility, date and ways of renewal.

Step 4: Expressing the possibility to terminate the agreement.

MOVE 4: Stating the final dispositions of the agreement.

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 6: Indicating the date and place where the document was signed.

Step 7: Providing endorsement.

## **INTER-UNIVERSITY AGREEMENT**

Between

**Name of institution X, Country**

[HEREINAFTER REFERRED TO AS **UNIVERSITY ACRONYMS**]

And

**Name of institution Y, Country**

[HEREINAFTER REFERRED TO AS **UNIVERSITY ACRONYMS**]

Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, the **Name of institution X**

(UNIVERSITY's ACRONYM) and Name of institution Y (UNIVERSITY's ACRONYM)

enter into this Inter- University Agreement and agree to the following:

### **I Collaborative goals and objectives**

Both parties will cooperate in efforts to establish and conduct joint research projects, academic and scientific activities, programs and exchanges, within the framework of the regulations applying in each of the institutions, subject to the availability of resources. The terms and specific details of any collaborative activity to be conducted, including cooperation with third parties and allocation of support and resources, shall be set forth and agreed upon in writing as a contract between the parties.

### **II Duration and notice of termination**

The present agreement will be in effect for a period of five (5) years, beginning on the date it is signed by representatives of both universities, and may be renewed only by mutual consent of both parties. The agreement may be amended at any time by written consent through exchange of letters.

The agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six month prior to termination.

As witness to their subscription to the above Articles, the representatives of UNIVERSITY X's ACRONYM and UNIVERSITY Y's ACRONYM have hereunto provided their endorsement.

<b>For and on behalf of Name of institution</b>	<b>For and on behalf of Name of institution</b>
<b>Name, Title of the university's representative</b>	<b>Name, Title of the university's representative</b>

Date:

### MODEL II

This model is the most specific of the three. It contains almost all of the moves and steps identified in this thesis. It is not common to find an IUA which includes all of these specifications, though. By elaborating such a model, the author intends to show all the communicative intentions that could be expressed in an IUA. This model could be useful when parties intend to establish long term cooperation. It will not need a Supplement Letter of Agreement, since its content has all the economic and legal clarifications needed.

The moves and steps included in this model are the following:

## MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities' names.

Step 3: Stating universities' acronyms.

Step 4: Stating universities' countries.

Step 5: Stating universities' addresses.

Step 7: Referring to universities' credentials.

Step 8: Stating the purpose of the Agreement.

Step 10: Opening cooperation to a third party.

Step 11: Definitions and interpretations of acronyms or terms used in the IUA

## MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

Step 3: Referring to the general information about the parties.

## MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

Step 2: Reference to the objectives of new cooperation.

Step 3: Appointing universities' representatives or announcing the necessity of appointing a representative.

## MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

Step 2: Stating the conditions on which the parties reach their agreement.

Step 3: Reference to the ways of implementing cooperation.

Step 5: Announcing specific responsibilities of the parties.

Step 6: Announcing the evaluation of the agreement's operation and the ways it is to be done.

## MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 2: Indicating the date (and conditions) in which the agreement shall come into effect.

Step 3: Indicating the possibility, date and ways of renewal.

Step 4: Expressing the possibility to terminate the agreement.

Step 5: Indicating the procedure for terminating an agreement (and how to proceed with ongoing activities).

Step 6: Indicating the date of termination.

#### MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

Step 2: Establishing a neutral party for solving disputes.

#### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 2: Providing clarifications related to the legal status of the document.

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 5: indicating the number of originals and copies of the document.

Step 6: Indicating the date and place where the document was signed.

Step 7: Providing endorsement.

#### INTER-UNIVERSITY AGREEMENT

Between

Name of institution X, Country

[HEREINAFTER REFERRED TO AS UNIVERSITY ACRONYMS]

And

Name of institution Y, Country

[HEREINAFTER REFERRED TO AS UNIVERSITY ACRONYMS]

#### 1.0 Preamble

Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, the Name of institution X (UNIVERSITY's ACRONYM), provide university's address, founded in provide date of creation by provide law or act for university's foundation and for provide university's goals and Name of institution Y (UNIVERSITY's ACRONYM), provide university's address founded in provide date of creation by provide law or act for university Y's foundation and for provide university's goals as institution enter into this Inter- University Agreement.

#### 2.0 Definitions

In this Inter-University Agreement:

- a) "Home University" means the university from which a student intends to graduate or the university which is the regular employer of staff participants, and;
- b) "Host University" means the university, which has agreed to host Exchange participants.
- c) "Unit of Exchange" means one Exchange student studying at the Host University for one academic session/semester.

### **3.0 Collaborative goals and objectives**

The purpose of this agreement is to strengthen educational exchanges and cooperation between the two universities. On the basis of mutual benefit and mutual development, both institutions have decided to establish a cooperative relationship for the purpose of:

- A. Developing and implementing academic and scientific activities (at each campus), such as courses, conferences, seminars, symposia, lectures and academic projects.
- B. Exchanging Faculty and staff in the form of visiting professorships, postgraduate studies, working on joint research projects, guest lecturers or in any other variant described in article A.
- C. Developing and implementing study abroad and student exchange programs. This may include internship programs, student research projects directed by faculty, and postgraduate programs of study.
- D. Collaborating in academic research projects by faculty. This may include the development of research proposals, and the collection, analyses, and publication of the research data and findings.
- E. Exchanging academic and scientific information in fields of interest to both universities. Specific details will be set forth in the implementation section.

### **4.0 Cooperation with third parties**

Since other universities, institutes, centers and organizations may have capabilities and conduct activities, which will benefit and support this collaboration, the University X' s name and University Y's name may identify other cooperators for joint participation in mutually agreed upon projects and activities.

### **5.0 General Terms**

5.1 In order to carry out and fulfill the aims of this Agreement, (acronym for University X) and (acronym for University Y) shall each appoint a Campus Coordinator who shall manage the development and conduct of joint activities. The Campus Coordinators shall

be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.

5.2 This Inter-University Agreement (IUA) is intended to facilitate exchanges and cooperative initiatives between the two universities in the areas of natural and applied sciences; humanities... (State any other area of interest).

5.3 Both parties recognize that implementation of any agreement regarding cooperative initiatives will depend upon availability of financial resources of the respective universities and upon the academic interests and expertise of individual colleges/ schools/ departments/ faculty members. Accordingly, joint institutional goals will be accomplished in accordance with a separately negotiated agreement for each cooperative initiative.

5.4 The financial and/or funding considerations shall become a specific subject of discussion within the framework of a separate agreement negotiated at the university/ college/ school/ department level. No financial commitment whatsoever is intended or implied of either signatory to this document.

5.5 The results obtained from any research or studies jointly conducted may not give rise to any endeavor independent of the university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities.

5.6 Specific objectives to which this Inter-University Agreement may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities.

5.7 Exchange participants shall be bound by the rules and regulations of the Host University and the laws of the host country during the Exchange.

## **6.0 Terms of Faculty/Staff Exchange**

6.1 Faculty/Staff exchanges may be negotiated by either Party according to appropriate institutional procedures.

6.2 The number, timing and duration of faculty/staff exchanges may vary according to the needs of the particular program.

6.3 Reasonable efforts shall be made to involve equal numbers of faculty/staff from both universities in the Exchange over the period of the Inter-University Agreement.

6.4 The Host University shall not bear any financial responsibility for visiting faculty/staff participants except as may be arranged and explicitly documented for specific cases.

6.5 Faculty/Staff participants shall submit a report on the experience to both

Parties.

6.6 The Host University shall make reasonable efforts to provide information and advice regarding matters which may enhance the Exchange experience for staff participants, such as campus facilities, housing options, and visa requirements.

## **7.0 Terms of Student Exchange**

7.1 The Exchange shall also be open to graduate students.

7.2 Each Party shall appoint a Coordinator who shall be responsible for the development and conduct of the Exchange.

7.3 Exchange candidates shall be nominated by the Home University and shall be approved by the Host University according to normal procedures.

7.4 Students shall be expected to meet the language proficiency requirements of the Host University.

7.5 The proposed programme of studies at the Host University must be approved by the Home University prior to the Exchange.

7.6 Participation in the Exchange shall not give students any preference or special status to register for a degree programme at the Host University subsequent to the completion of an academic session under the Exchange.

7.7 During the first year of the Exchange, a maximum of two (2) Units of Exchange (this number might vary according to the parties' regulations) each way shall be arranged. In assessing the balance, two students in attendance each for a session is equivalent to one student in attendance for two sessions. The number of participants in the Exchange may be increased by mutual agreement of the parties.

7.8 Financial responsibility for Students shall be based on the following:

a) The Host University shall not bear any financial responsibility for Students except as may be arranged and explicitly documented for specific cases.

b) Students shall be expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, visas, health insurance and entertainment.

c) Students shall be responsible to obtain adequate medical/health insurance coverage to the satisfaction of the Host University.

7.9 Where exchange graduate students are involved in research carried out by Host Institution, the Parties shall determine ownership of intellectual property at the outset of the project conducted as part of thesis research.

7.10 The Host University shall assist Students in locating suitable accommodation, shall offer a campus orientation, and shall provide advice regarding matters which may enhance the Exchange experience.

### **8.0 Duration and Termination of Agreement**

This Memorandum of Understanding will be in effect for five (5) years, subject to revision or modification by mutual agreement of the parties. Either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice. It is provided, however, that if any student or faculty is participating in an exchange program on the effective date of notice, then any such termination shall not be effective with respect to such student or faculty until the end of the schedule duration of exchange.

### **9.0 Dealing with Disputes**

Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.

### **10.0 Legal Status of the Agreement**

Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

As witness to their subscription to the above Articles, the representatives of **UNIVERSITY X's ACRONYM** and **UNIVERSITY Y's ACRONYM** have hereunto provided their endorsement.

<b>For and on behalf of Name of institution</b>	<b>For and on behalf of Name of institution</b>
<b>Name, Title of the university's representative</b>	<b>Name, Title of the university's representative</b>

Date:

### Model III

Model number 3 is simple, concise and uses short sentences and bullet points. This model is ideal for establishing cooperation with a country whose native language is not English. The use of short sentences and bullet points will facilitate the interpretation of its content. The moves and steps identified in this model are those described as most basic moves and steps found in an IUA. In spite of the fact that this model might include the same moves and steps as Model I, the way they are presented to the reader is quite different.

## INTER-UNIVERSITY AGREEMENT

Between

Name of institution X, Country

[HEREINAFTER REFERRED TO AS UNIVERSITY ACRONYMS]

And

Name of institution Y, Country

[HEREINAFTER REFERRED TO AS UNIVERSITY ACRONYMS]

1. The collaborating partners in this agreement are the Name of institution X, Country and Name of institution Y, Country.
2. The aim of this partnership is to promote international academic cooperation and the exchange of faculty/ staff/ students and research experiences between both institutions.
3. The two universities agree to undertake, within the framework of the regulations applying in each of the institutions and subject to the availability of resources, the following :
  - Development and implementation of academic and scientific activities, such as courses, conferences, seminars, symposia, lectures and academic projects.
  - Exchange of Faculty, Staff and/or Students.
  - Collaboration in academic research projects by faculty. This may include the development of research proposals, and the collection, analyses, and publication of the research data and findings.
  - Exchanging academic and scientific information in fields of interest to both universities.
4. The terms of and the necessary resources for such joint activities and exchange programs shall be discussed and mutually agreed upon in writing by both institutions prior to the initiation of the particular activity or program.
5. The parties shall cooperate under this Inter University Agreement (IUA) for an initial period of five (5) years from the date of last signature, which may be extended by the mutual written consent of the parties. This Agreement may be terminated by either party without liability at any time for any reason.
6. Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.

As witness to their subscription to the above Articles, the representatives of **UNIVERSITY X's ACRONYM** and **UNIVERSITY Y's ACRONYM** have hereunto provided their endorsement.

<b>For and on behalf of Name of institution</b>	<b>For and on behalf of Name of institution</b>
<b>Name, Title of the university's representative</b>	<b>Name, Title of the university's representative</b>

## **SUMMARY**

Since Chapter II identified IUA's moves and steps in a more general way, Chapter III proposed a more specific description of moves and steps found in each of the English varieties of the sample. This specification might help translators or international relations officers when producing or translating IUAs into English since they could establish first which of the English varieties they are supposed to address and then follow the corresponding moves and steps identified for that specific variety of English.

Chapter III also showed the results of the IUA corpus once the tool TextSTAT was implemented. All the data collected by the author in this study resulted in the proposal of three models of IUAs. These models might be used as a guide by any person who intends to write in or translate into English an IUA.

## **CONCLUSIONS**

Inter- University Agreements have become a powerful tool for establishing cooperation among Higher Education Institutions. However, their writing or translation is a challenge for International Relations Officers or translators, mainly because of their complex production full of formulaic structures typical of texts used in legal environments. And also because each language has their own rhetorical patterns which are not necessarily similar to one another.

This study described IUAs' communicative and linguistic characteristics in order to help Cuban international relations officers and translators to produce and understand agreements in English or translate them from Spanish to English, more effectively and easily. In a first stage, the author referred to the syntax, structure, aims and legal issues underlying IUAs. In this regard the following conclusions can be stated:

- IUAs are official documents which could be classified as legal texts; therefore, they are written in legal language or legalese.
- IUAs have three main communicative purposes: to create, modify, or terminate wills, rights or obligations of Higher Education Institutions.
- Nowadays, IUAs might be more than a treaty or a document based on honour. They could certainly have the binding power of a contract.
- IUAs have evolved from being a general document expressing the will to cooperate to a complex legal document which includes elements of diplomacy and business communication.
- Universities have been creating a precise syntax for IUAs.
- IUAs content should guarantee the objectivity and communicative efficiency that is expected of legal documents.
- IUAs are written in tightly worded sentences. They avoid repetition, meaningless expressions, superlatives, adjectives, illustrations, descriptive details and language shortcuts which might lead to confusion.
- IUAs are highly formulaic or stereotypical. Most of them are quite elaborate and tend to follow a predetermined structure.
- IUAs are described by having long titles, substantive provisions, preambles, definitions, declarations, articles and terms in their content.
- IUA vocabulary is characterized not only by the use of special terminology but also by the choice of more lofty words and phrases.
- IUA language incorporates specific abbreviations, acronyms and conventional symbols in its content.
- In order to avoid ambiguity, IUA lexis uses words in their logical dictionary meaning. There is no room for words with context-dependent meaning or for any kind of simultaneous realization of two meanings.
- IUAs usually consist of a preamble or introduction, main text body and a concluding part.

In a second stage the author identified seven Moves and its corresponding Steps to show the logical information sequence of IUAs.

### MOVE 1: ENTERING INTO MUTUAL COOPERATION

Step 1: Stating type of agreement.

Step 2: Introducing the universities names.

Step 3: Stating universities' acronyms.

Step 4: Stating universities' countries.

Step 5: Stating universities' addresses.

Step 6: Stating universities representatives.

Step 7: Referring to universities' credentials.

Step 8: Stating the purpose of the Agreement.

Step 9: Indicating the date of elaboration of the Agreement.

Step 10: Opening cooperation to a third party.

Step 11: Definitions and interpretations of acronyms or terms used in the IUA.

#### MOVE 2: REFERRING TO BACKGROUNDS OF COOPERATION

Step 1: Reference to previous joint actions.

Step 2: Referring to the expertise of the parties acquired in the past that will benefit new cooperation.

Step 3: Referring to the general information about the parties.

#### MOVE 3: ESTABLISHING WAYS OF COOPERATION/ PRESENTING NEW COOPERATION

Step 1: Expressing the will to cooperate.

Step 2: Reference to the objectives of new cooperation.

Step 3: Appointing universities representatives or announcing the necessity of appointing a representative.

#### MOVE 4: ESTABLISHING THE TERMS FOR COOPERATION

Step 1: Identifying the areas of cooperation.

Step 2: Stating the conditions on which the parties reach their agreement.

Step 3: Reference to the ways of implementing cooperation.

Step 4: Announcing the existence or stating necessity of a Supplement Letter of Agreement.

Step 5: Announcing specific responsibilities of the parties.

Step 6: Announcing the evaluation of the agreement's operation and the ways it is to be done.

#### MOVE 5: ESTABLISHING THE TIME FRAME OF AGREEMENT

Step 1: Indicating the duration of the agreement.

Step 2: Indicating the date when (and conditions on which) the agreement shall take effect.

Step 3: Indicating the possibility, dates and ways of renewing the Agreement.

Step 4: Expressing the possibility to terminate the Agreement.

Step 5: Indicating the procedure for terminating the Agreement (and how to proceed with ongoing activities).

Step 6: Indicating the date of termination of the Agreement

#### MOVE 6: DEALING WITH DISPUTES

Step 1: Indicating how to proceed in case of disagreements among the parties.

Step 2: Establishing a neutral party for solving disputes.

#### MOVE 7: STATING THE FINAL DISPOSITIONS OF THE AGREEMENT

Step 1: Expressing subscription to the terms and conditions of the agreement.

Step 2: Providing clarifications related to the legal status of the document.

Step 3: Expressing the possibility to amend the document (and the way it shall be done).

Step 4: Indicating the representatives authorized for signing the agreement.

Step 5: Indicating the number of originals and copies of the document.

Step 6: Indicating the date when and place where the document was signed.

Step 7: Providing endorsement.

The Text STAT tool was useful for identifying regularities among the IUAs. For the implementation of this tool a corpus named IUA corpus was built. Results such as the most frequently used words and structures of IUAs were shown.

On the other hand, the author considered necessary to bring the intercultural approach to the study since every culture has its own ways of producing an agreement. The author studied IUAs from 15 countries: United States of America, Great Britain, Canada, Grenada, India, Nigeria, Philippines, South Africa, Uganda, Australia, New Zealand, Switzerland, Sweden, Belgium and Germany. Thus, it was possible to distinguish the following English varieties: African, American, Canadian, Caribbean, Australian/New Zealand, British, East Asian and South Asian.

Once described each of these varieties the author concluded that in the particular case of IUAs which are documents written using a very formal language, English language does not vary radically. Spelling practices and grammatical usage are relatively uniform and there is a large common vocabulary. However, it is possible to find some differences.

That is why the author decided to identify the most commonly used Moves and Steps in each of the eight English varieties. This description might help translators and experts to choose appropriate moves, steps and even spelling or grammatical structure preferences when producing agreements for certain cultures.

It is important to notice that the moves and steps identified in each variety correspond to the moves and steps previously described by the author but this time, the analysis intends to show in context the preferences of certain varieties of English for specific moves or steps.

In a concluding stage, the author proposed three different models of agreements that could be used as a guide by Cuban international relations officers and translators when producing an IUA in English. These models follow the moves and steps described in this thesis. For their elaboration the author focused more on their communicative purposes than on the variety of English chosen. All of them are written using the American variety of English which is the most common variety spoken and written in Cuba.

Model I is a general document which includes only the most basic moves and steps of an IUA. This kind of agreement could be used when universities want to establish cooperation based on general terms, when universities want to explore if the cooperation will be successful or when universities need a document as a stepping stone for establishing cooperation. A document of this type should require the addition of a Supplement Letter of Agreement in the future.

Model II is a specific document containing almost all of the moves and steps identified in this thesis. With this model, the author intended to show all the communicative intentions that could be expressed in an IUA. This model could be used when parties intend to establish long term cooperation. It will not need a Supplement Letter of Agreement, since its content has all the economic and legal clarifications needed.

Model III is simple and concise. It is ideal for establishing cooperation with a country whose native language is not English. The use of short sentences and bullet points will facilitate the interpretation of its content.

In general, this thesis intended to make a contribution to the study of official documents, specifically the IUAs. Mainly due to the fact a description of IUA linguistic and communicative characteristics have never been addressed before. All the models and clarifications made by the author might help Cuban International Relations specialists and translators writing more effective international agreements in English. It is also hoped that

the methodology used in this thesis could apply to other documents of the legal, diplomatic or business field.

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## **APPENDIXES**

### **I. AfrE NGA 01**

#### **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made this ... Day of ... 2009 between COVENANT UNVIERSITY (CU) of Km. 10, Idikoro Road, Canaan Land, Ota Ogun State, Nigeria and FAYATTEVILLE STATE UNIVERSITY (FSU) 1200 Murchison Road, Fayetteville, NC 28301-4298, USA. Covenant University, represented by its Vice Chancellor and Fayetteville State University, represented by its Chancellor.

Covenant University and Fayetteville State University are jointly referred to as the "parties".

#### **WHEREAS**

1. The parties conduct programs and activities in basic and applied research, education and training, and technology and information transfer and have the capabilities and expertise to conduct programs and activities of interest and potential benefit to the other.
2. The parties agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each university.
3. In furtherance of the above, the "parties" intend to facilitate all exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.
4. In furtherance of the above, the parties recognize that implementation of any agreement will depend upon the availability of financial resources and upon the academic interests and expertise of individual colleges /schools/ departments/ faculty members. Accordingly, joint institutional goals will be accomplished in accordance with separately negotiated memoranda of understanding.
5. That a variety of cooperative approaches shall be employed, such as:
  - Exchange of undergraduate and graduate students: students are expected to purchase appropriate medical insurance as required by the hosting institution to participate in the exchange program. Each university will assist students in making arrangements for accommodation and the student will be responsible for all associated housing costs.
  - Exchange of faculty members: each host university will assist faculty in making arrangements for suitable housing. Appropriate health insurance will be made available by each institution to assure sufficient medical care for the duration of the visit. Purchase of such insurance is not provided as a function of this agreement. Staff and on exchange program shall abide by the organization culture and value of the institution and shall be expected to subscribe to understand the vision of the university.
  - Technical assistant and/ or training: exchange of technical staff on training and assisting in research will be collaborative.
  - Development of joint research projects and solicitations for funds from both Nigeria and USA funding agencies.
  - Other cooperative efforts may be set forth in separate memoranda of agreements as may be arranged.

#### **THE OBJECTIVES OF THE PROGRAM**

6. That the initial focus of this partnership agreement will be upon the:
  - Development of a staff/ student exchange programs, and
  - Development of joint research projects between the two universities in areas deemed compatible.

#### IT IS ALSO HEREBY AGREED

7. That the financial and/ or funding considerations shall become a specific subject of discussion and agreement within the framework of a separate agreement negotiated at the university/ college/ school/ department level. No financial commitment whatsoever is intended or implied of either signatory to this document.
  - That the results obtained from any research or studies jointly conducted may not give rise to any endeavor independent of the other university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities.
  - That specific objectives to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities. FSU and CU do hereby agree to invite delegations consisting of administrators and faculty members to visit the campus of the host institution for periodic evaluations of the MOU and specific objectives. The sending institution will pay for the cost of transportation for its personnel to the other institution and the host institution will pay for accommodations from the time of the visitor's arrival at the nearest international airport to the host institution's campus until the visit is conducted.
  - The number of exchange students for each academic year should be mutually agreed upon by both parties.
  - The length of studying time of exchange students at the host institution should be mutually agreed upon both parties.
  - Both parties do hereby agree to accept the transferred credits from the courses taken at the hosting institution that the sending institution identifies as having content equivalent to the courses taught at the sending institution. Each party will determine the amount of transfer credits to be awarded at the home institution for exchange student.
  - Both parties do hereby agree that on the basis of a one to one exchange, students shall pay tuition and fees to their home institution. However, if the number of students or length of stay is not equivalent, the two parties will establish an agreement regarding tuition and fee charges.
  - Both parties do hereby agree to provide assistance to the exchange students regarding the accommodation arrangement. The charges for room and board on campus will be agreed upon in advance by the institutions prior to the student exchange.
  - Exchange students are responsible for their own book costs, medical cost, and other expenses that may arise during their stay at the hosting institution. Exchange students will also be responsible for their international and local travel expenses.

#### DURATION

8. That this Memorandum of Understanding will be in effect for three years, subject to revision or modification by mutual agreement. It is also understood that either

institution may terminate the agreement at any time by giving a notice in writing to the other party at least six (6) months in advance. It is assumed that such action would be taken only after mutual consultation in order to minimize potential inconvenience to the other party.

9. That the parties to this Memorandum of Understanding shall be bound by the terms and conditions of this agreement. Nothing therefore, shall diminish the full autonomy of either institution, nor may any constraint be imposed by either upon to other.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

THE COMMON SEAL of the within named COVENANT UNIVERSITY was hereunto affixed in the presence of

Vice Chancellor

Covenant University

Date:

THE COMMON SEAL of the within named FAYATTEVILLE STATE UNIVERSITY was hereunto affixed in the presence of

Chancellor

Fayetteville State University

Date:

## **II. AfrE NGA 02**

### **MEMORANDUM OF UNDERSTANDING**

Between The Federal University of Technology, Minna, Nigeria And Belarussian State University, Minsk, Belarus

#### Article 1

The collaborating Partners

1.1 The collaborating institutes in this agreement are the Federal University of Technology, Minna, Nigeria and the

#### Article 2

Partnership Aim

2.1 The aim of this partnership is to develop active collaboration among the Federal University of Technology, Minna, Nigeria and the Belarussian State University in areas of relevance to the development of the institutes so as to provide quality training and research in various scientific disciplines.

#### Article 3

## Partnership Objectives

To achieve this aim the Federal University of Technology, Minna, Nigeria and the Belarussian State University shall engage in the following activities.

The Federal University of Technology, Minna, Nigeria and the Belarussian State University recognize the pivotal role of human capacity development in their training programme. Therefore the Institutes shall actively support undergraduate and postgraduate training programme of staff and students, visiting staff exchange and short term training fellow ships.

3.2. The Federal University of Technology, Minna, Nigeria and the Belarussian State University shall promote scientific seminars and workshop particularly in engineering disciplines, renewable energy, biotechnology and environment.

3.3. The Institutes shall carry out joint research in specific area in engineering disciplines, renewable energy, biotechnology and environment.

3.4. The Federal University of Technology, Minna, Nigeria and the Belarussian State University shall collaborate in mobilization of grants, research funds and other form of support from their national, regional and international organizations.

3.5. The Federal University of Technology, Minna, Nigeria and the Belarussian State University shall collaborate in the purchase and maintenance of scientific equipment.

## Article 4

### Partnership Activities

In order to achieve the above objectives the following strategies will be pursued.

The Federal University of Technology, Minna, Nigeria and the Belarussian State University shall jointly develop operational procedures and guide line for the implementation of the objectives of the partnership/ collaboration.

4.2 The Institutes shall informal donor agencies such as UNESCO,ANST 1, UNDP, World Bank, ADB and other related Regional and International organizations of the formation of the partnership/collaboration.

## Article 5

### Memorandum of Understanding arrangement

Partners can make proposals to delete, change or add provisions in this Memorandum of Understanding; in this case partners will jointly have to agree to these changes.

5.2 Partners will present and discuss the progress made in implementing this Memorandum of Understanding at least once a year meeting on rotational

bases in the Federal University of Technology, Minna, Nigeria and the Belarussian State University.

- 5.3 The focal points, responsible for the implementation of the Memorandum of Understanding are the Dean, School of Engineering and Engineering Technology, Federal University of Technology, Minna, Nigeria and the Belarussian State University.

Implementation of this Memorandum of Understanding will start the day after it has been signed. It will end five years after the day it has been signed, after which both partners can decide to extend or to renew this Memorandum of Understanding.

The federal University of Technology,  
Minna, Nigeria  
Professor XXX  
Vice Chancellor  
The Belarussian State University, Minsk  
Professor XXX

### III. AfrE UGA 04

#### **FRAME AGREEMENT between MAKERERE UNIVERSITY, KAMPALA, UGANDA**

**And UNIVERSITY OF BERGEN, BERGEN, NORWAY on research collaboration, scientific competence building, student and staff exchange, and institutional development**

### **STRATEGIC DOCUMENT**

#### ***Preamble***

A "General Agreement of Co-operation" was signed between Makerere University (hereafter referred to as MU) and the University of Bergen (hereafter referred to as UoB) in May 1992. This five-year agreement expired in 1997. Since 1992 the co-operation between our two universities has expanded considerably, and at both universities this collaboration is given priority.

Both institutions have invested considerable effort and resources into the co-operation. Today 4 centres, 3 faculties and 7 departments at UoB are involved in the co-operation, at MU 6 departments and 2 faculties are participating. The NUFU project "Basic sciences for technological development in Uganda" which started in 1992, is in its last year, and based on what has been achieved in this project, new activities will continue into the next phase of NUFU. The strategic programme "Nature, Society and Water" have started its research activities in Lake Victoria funded by the Norwegian research council (NFR) and UoB. The project "Light and Life in Lake Victoria", funded by NFR, is in its starting phase. The project "Aquaculture, Nutrition and Health in Developing countries" have got funding for planning from UoB.

UoB has given highest priority to planning proposals to NUFU for 4 projects where scientists from MU are main partners: “Biosystematics at Makerere University, Uganda”, “Gender Studies”, “Integrated management of fresh water ecotones in Uganda”, and “Women and Water”. Two programs for master degrees are being developed as part of the co-operation: one in environmental sciences and one in integrated management of areas by rivers and lakes.

The co-operation is based on priorities and strategic documents from both institutions and the strategy document of the Norwegian Ministry of Foreign Affairs: Strategy for strengthening research and higher education connected to Norway’s relations to developing countries.<sup>1[1]</sup>

This collaboration calls for a committed institutional frame agreement to a) secure project and collaboration sustainability, and to b) facilitate and optimise the efforts put into this co-operation.

**Thus, recognising** the ongoing and increasing collaboration, and the mutual interests for further scientific and academic co-operation through collaborative research, and exchange of students and staff as a way for promoting co-operation and interaction between Uganda and Norway, and

**Taking advantage** of the already existing professional and personal contacts between academic members of staff of the two universities,

**Makerere University and the University of Bergen**, inspired by their common principles, complementary objectives and mutual interest to establish co-operation centred on collaborative research, teaching and exchange of staff and students, scientific competence building, and institutional development, have decided to agree on the terms and conditions set out in the Articles following hereunder.

### **Article 1: Areas of co-operation**

- 1.1 This agreement shall be considered an element in the strategic work at MU and UoB by giving priority to collaboration projects between scientists from the two academic institutions. There shall be mutual information on ongoing and new international activities, and scientists may be invited to participate in ongoing and future research projects if funding can be provided.
- 1.2 It is an important part of this agreement to include partners into present networks, and it is an aim jointly to expand and secure existing and future networks.
- 1.3 The co-operation between the two institutions will take the form of:
  - Joint research and teaching in existing projects, through mutual assistance in the establishment of new joint programmes, and joint organisation of conferences and workshops
  - Exchange of staff and exchange of graduate students
  - Exchange of information and publications
- 1.4 Institutional development and competence building shall be integrated into all collaboration activities and by actively encouraging scientists at both universities to participate.

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<sup>1[1]</sup>Strategi for styrking av forskning og høyere utdanning i tilknytning til Norges forhold til utviklingslandene

## ***Article 2: Research and teaching***

- 2.1 Collaboration between the two universities can be established in any field of mutual interest relevant to the objectives of the two universities. The universities shall have mutual obligations to develop a balanced collaboration and to seek to develop human resources and increase intellectual capital at both universities.
- 2.2 As a general principle all collaboration will be organised in joint projects. For each project a detailed plan is to be drawn up in the form of an agreement between the parties, with reference to this Frame Agreement. Individual research programmes covered by this Frame Agreement may, however, be funded under separate funding agreements. One-sided research initiatives will not be excluded, but should be relevant to, and included in, ongoing joint activities.
- 2.3 The principle objective shall be to develop joint research programmes which address issues mutually agreed upon.
- 2.4 It is an aim of the co-operation to develop special projects to strengthen competence within both institutions through joint activities, training and staff and postgraduate student exchange.
- 2.5 It is an aim for the collaboration to encourage and enhance co-operation in research and training with other East African universities. Third party scientists joining projects under this Frame Agreement may join the agreement as individuals (cf. Article 6 of this agreement).
- 2.6 Particular attention will be paid to interdisciplinary projects in the basic sciences, on environmental issues and biodiversity research, in resource management and development of local communities by lakes and rivers, medicine and health, and on social issues including gender studies.
- 2.7 Knowledge and information originating from the collaboration shall be jointly disseminated through publications, conferences, and workshops.

## ***Article 3: Exchange of staff***

- 3.1 The purpose of normal exchange of staff shall be teaching and research, and technical training.
- 3.2 Following receipt of written credentials and proposed activities, either party may submit a letter of invitation to the other party outlining the proposed terms and conditions under which the visit is to take place.
- 3.3 Negotiations between the parties concerning such proposed visits shall include consideration of funding for the expenses of the visiting staff member or members.

## ***Article 4: Exchange of graduate students***

- 4.1 UoB will facilitate students from MU wishing to pursue MSc or PhD studies in Norway. UoB staff will assist in supervision of theses by MU students, including possible joint supervision of students doing their field work in Uganda or elsewhere.
- 4.2 UoB will assist students from MU in the necessary practical matters and with formalities regarding permission to study and reside in Norway. However, arrangements for funding must be made in advance, and students should be connected to ongoing collaboration projects.

- 4.3 MU shall accept graduate students from UoB who wish to undertake independent research projects in Uganda.
- 4.4 Students from UoB will be assisted by MU in getting authorisation, accommodation, transportation, office, library, and laboratory facilities. For each student there should be funding to meet costs of accommodation, air and local transportation, health insurance, daily living and books.
- 4.5 MU will facilitate the securing for students of residence and research permits, if applicable, and necessary supervision during their periods of stay in Uganda.

**Article 5: Funding and finance**

- 5.1 As a general principle the cost of the collaboration shall be covered through project overhead from the projects under the Frame Agreement. Remaining overhead may be allotted to project development within the agreement.
- 5.2 Details of financial arrangements to support exchange of visiting professors, adjunct professors, postgraduates, graduate students, and staff will be worked out between the two institutions and approved through exchange of letters.
- 5.3 Both institutions shall endeavour to secure local financial support for implementation of the general principles of the Frame Agreement. Efforts will be made to secure funding initially towards carrying out meetings or workshops to evaluate the co-operation during the first year, with an aim towards securing funding for longer term co-operation as stated in Article 8 of this agreement.

**Article 6: Annex**

- 6.1 This Frame Agreement consists of two parts: 1) a Strategic Document on the key objectives, principles, and mutual commitments of the institutions involved in the co-operation, and 2) an Annex where specific objectives are identified.
- 6.2 The Annex is the working document on course of action taken to achieve the aims for the collaboration. It may specify priorities and responsibilities, status and development of joint projects, extent of personnel exchange, evaluation and measures to improve the co-operation, funding agreements, new joint initiatives, third party participation, other issues of relevance.

**Article 7: Management and administration of the collaboration**

- 7.1 To follow up the frame agreement, facilitate the collaboration and co-ordinate local activities, there will be established a MU-office at UoB and *vice versa*. Each institution shall identify a co-ordinator who shall have responsibility for the day-to-day implementation and monitoring of the collaboration, provide information about ongoing and planned projects that may be relevant to the collaboration, and for organising annual project and administrative meetings.
- 7.2 Negotiation, implementation, and reporting related to the collaboration will be co-ordinated through periodic consultative meetings by the frame agreement co-ordinators.

**Article 8: Disputes, time frame, termination, and ratification**

- 8.1 In case of any dispute relating to the implementation or interpretation of this Frame Agreement there shall be mutual consultation between the signatories to this Frame Agreement.

- 8.2 This Frame Agreement has a time frame of fifteen years. Based on the development of the collaboration, the Strategic Document will be mutually evaluated and renegotiated every five years, the Annex revised and updated by the co-ordinators every three years.
- 8.3 Either party could terminate the Frame Agreement, giving a notice of not less than six months prior to the termination.
- 8.4 This Frame Agreement shall take effect upon ratification by signature by the Vice Chancellor of Makerere University and the Rector of the University of Bergen.

Kampala, 18<sup>th</sup> of November 1999

Makerere University

Professor XXX

Vice Chancellor

University of Bergen

Professor XXX

Rector

Makerere University

Mr. XXX

University Secretary

University of Bergen

Mr. XXX

Director General

#### **IV. AmE 01**

### **Memorandum of Understanding (MOU)**

**Between**

**Washington State University, Pullman, WA, USA**

**And**

**(Name of Institution, City, Country)**

#### **ARTICLE I. PARTIES AND PURPOSE**

The \_\_\_\_\_ (\_\_\_\_) and Washington State University (WSU) conduct programs and activities of basic and applied research, education and training, technology and information transfer, and economic development. \_\_\_\_\_ and WSU have capabilities

and expertise in conducting programs and activities of interest and potential benefit to the other.

\_\_\_\_\_ and WSU will cooperate in efforts to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each. Specific details of any cooperative/collaborative activities to be conducted, including cooperation with third parties and allocation of support and resources, shall be set forth and agreed upon in writing as a contract between parties.

## **ARTICLE II. COOPERATION WITH THIRD PARTIES**

Since other universities, institutes, centers and organizations may have capabilities and conduct activities, which will benefit and support this collaboration, the \_\_\_\_ and WSU may identify other cooperators for joint participation in mutually agreed upon projects and activities.

## **ARTICLE III. DURATION, TERMINATION**

The parties shall cooperate under this MOU for an initial period of five (5) years from the date of last signature, which may be extended by the mutual written consent of the parties. This MOU may be terminated by either party without liability at any time for any reason. Any modification shall require the written approval of the President of Washington State University and the \_\_\_\_\_ of \_\_\_\_\_, or their designees.

## **ARTICLE IV. NON-BINDING NATURE**

This MOU is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to, contractually bind the parties.

## **ARTICLE V. RESOLUTION OF DISPUTES**

In the event that a dispute arises under this MOU, the parties shall make every effort to resolve it themselves. Should the parties enter future contracts contemplated by this MOU, such contracts will contain a detailed resolution process.

## **ARTICLE VI. CONTACT PERSONS**

### **Name of Institution**

(Name, Title of Institution Representative)

(Area)

(Address)

(City, State, Zip, Country)

Phone:

Fax:

E-Mail:

<http://www.>

**Washington State University**

Dr. XXX

Professor and Vice Provost, International Programs

PO Box XXX

Pullman, WA XXX

Phone: XXX

Fax: XXX

E-mail: XXX

**ARTICLE VII. SIGNATURES**

**Name of Institution**

Approved by:

---

Name, Title Date

**Washington State University**

Approved by:

---

XXX, President Date

**V. AmE 02**

Memorandum of Agreement International Academic Exchange

Between

Central Michigan University, USA

(HERIN REFERRED TO AS CMU)

**And**

## Universidad Central de Las Villas, Cuba

(HERIN REFERRED TO AS UCLV)

### I. University Information

**Central Michigan University (CMU)** is a public, doctorate/research-intensive institution in the United States. **CMU**, with an enrollment of more than 18,000 on campus and more than 9,000 off-campus students, has 8 colleges (Science and Technology, Education and Human Services, Humanities and Social & Behavioral Sciences, Business Administration, Health Professions, Communication and fine Arts, Extended Learning, and Graduate Studies). **CMU** offers students their choices of 24 degrees and more than 200 programs of study, including 10 doctoral, 45 MA, and 11 Graduate Certificate programs.

**University Central "Marta Abreu" de las Villas (UCLV)** is the most multidisciplinary higher-education institution in Cuba and one of the largest and most complex. **UCLV** with an enrollment of more than 3487 on campus and more than 5977 off-campus students, has 12 faculties (Social Sciences, Humanities, Psychology, Law, Economic Sciences, Mechanical Engineering, Electrical Engineering, Civil Engineering and Architecture, Chemistry and Pharmacy, Mathematics, Physics and Computer Sciences, Distance Education and Agricultural Sciences). **UCLV** offers students their choices of 27 degrees and more 40 graduate degrees, including 12 doctoral, 31 MA, 7 Graduate Certificate programs.

### II. Collaborative Goals and Objectives

The purpose of this agreement is to strengthen educational exchanges and cooperation between the two universities. On the basis of mutual benefit and mutual development, both institutions have decided to establish a cooperative relationship for the purpose of:

- A. Exchanging faculty to develop and implement academic programs at each campus. This may include guest lectures, visiting professorships, research, and postgraduate studies.
- B. Developing and implementing study abroad and student exchange programs. This may include internship programs, student research projects directed by faculty, and postgraduate programs of study.
- C. Collaborating in academic research projects by faculty. This may include the development of research proposals, and the collection, analyses, and publication of the research data and findings.
- D. Exchanging academic and scientific information in fields of interest to both universities. Specific details will be set forth in separate implementing documents.

Program Liaisons

The liaison for this agreement at **CMU** will be Angela Haddad; 1-989-774-1774; 1-989-774-1844; e-mail: [angela.haddad@cmich.edu](mailto:angela.haddad@cmich.edu).

The liaison at the **UCLV** will be Aldo Onel Oliva González; telef. 53-42-281410 ó 53-42-281618; No. de fax 53-42-281608; e-mail: [aldoog\(a\)uclv.edu.cu](mailto:aldoog(a)uclv.edu.cu)

### **III. Duration and Notice of Revocation**

The present agreement will be in effect for a period of three years, beginning on the date it is signed by representatives of both universities, renewable for three additional years by mutual consent of both parties. Any change, addition or deletion to this document must be agreed to by both institutions. The agreement may be amended at any time by written consent through exchange of letters.

The agreement may be revoked at any time, with six months' advance notice required prior to the beginning of each academic year (before July 1).

Both **CMU** and **UCLV** will hold the other harmless and keep the other indemnified from and against all claims, demands, losses, damages, costs and expenses that one party may sustain or incur in consequence or arising out of this exchange program.

No party to this agreement shall be deemed to be in default of or shall be hable for the non-performance of any covenant, agreement or obligation in this document if such non-performance is caused by or attributable to any occurrence which is beyond the reasonable control of the party affected.

Recognizing that collaboration between both institutions will encourage material, physical and intellectual development, the representatives of both **UCLV** and **CMU**, proclaim, agree and sign the present document in two original copies, one in Spanish and one in English, both texts of equal authority and validity.

Central Michigan University

Dr. XXX, Associate V.P. for Institutional Diversity and International Education

Universidad Central 'Marta Abre' de Las Villas

Dr. XXX

Director de Relaciones Internacionales

May 10th, 2005

## **VI. AmE 03**

### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

**THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN, USA**  
**AND**  
**THE INDIAN INSTITUTE OF TECHNOLOGY-HYDERABAD**

The Board of Trustees of the University of Illinois, acting on behalf of its Urbana-Champaign campus, in Urbana, Illinois, U.S.A. ("ILLINOIS") and the Indian Institute of Technology-Hyderabad, in Hyderabad, India ("IIT-HYDERABAD"), wishes to establish cooperative relations through mutual assistance in the areas of education, research and others.

**VII. AmE 04**

**MEMORANDUM OF UNDERSTANDING**

**between**

**Cornell University; Ithaca, NY, U.S.A.**

**for and on behalf of the College of Engineering**

**and**

**National Cheng Kung University, Tainan, Taiwan, R.O.C.**

**for and on behalf of the College of Electrical Engineering and Computer Science**

Cornell University for and on behalf of the College of Engineering (Hereafter referred to as "Cornell") and National Cheng Kung University for and on behalf of the College of Electrical Engineering and Computer Science (Hereafter referred to as "NCKU") (NCKU and Cornell hereafter referred to as "Parties"), recognizing their mutual interest in promoting cooperation in research and education agree to undertake the activities severally and jointly set forth herein.

**Article 1. Objective**

Cornell University and National Cheng Kung University (NCKU) enter into this agreement to facilitate and improve scientific and pedagogical exchanges between the institutions.

**Article 2. Contents of the Collaboration Program**

During the conduct of this MOU, collaboration between Cornell and NCKU may include:

- (1) the exchange of visiting professors;
- (2) the exchange of students;

- (3) joint research on scientific and technological subjects;
- (4) joint scientific and technological meetings, symposiums, and lectures;
- (5) the exchange of academic findings, publications, and other academic and educational information; and
- (6) other academic and educational-collaboration and exchange.

### **Article 3. Project Agreements**

Both Parties shall severally assume responsibility for funding their respective research activities. This shall include but not be limited to responsibility for housing, accident and health insurance and/or workers injury insurance applicable to the country where the activity takes place. The terms of cooperation for each specific activity described in Article 2 and implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. These Project Agreements shall be attached hereto in Appendix A as they are developed.

## **STANDARD PROVISIONS**

### **Article 4. Academic Freedom**

Cornell's basic principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOU. Cornell's equal opportunity and non-discrimination policies will also be applicable to the employment and assignment of faculty and staff, and to the selection and supervision of students.

### **Article 5. Non-Discrimination**

Specifically, both institutions agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. Cornell and NCKU shall abide by these principles in the administration of this MOU, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOU and any related agreements.

### **Article 6. Intellectual Property**

Each Party to this MOW shall own the intellectual property (IP) on a worldwide basis conceived or first reduced to practice solely by its employees or agents in furtherance of

projects or activities contemplated by this MOU. IP conceived or first reduced to practice jointly by employees or agents of both Parties shall be jointly owned.

#### **Article 7. Export Compliance**

The Parties hereto agree to comply with all applicable United States export laws and regulations. Unless authorized by applicable government license or regulation, neither Party will directly or indirectly export or re export, at any time any technical information or software, furnished or developed under this MOU to any prohibited country (including release of such technical information or software to nationals, wherever they may be located, of any prohibited country) as specified in applicable United States export, embargo, and sanctions regulations.

#### **Article 8. Indemnification**

Cornell and NCKU shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying Party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this Memorandum of Understanding.

#### **Article 9. Liability Insurance**

Each Party shall maintain its own insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each Party shall be solely responsible for its own actions and such insurance shall not extend to protect any other Party.

#### **Article 10. Conduct**

Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

#### **Article 11. Use of Name**

Any use of the name Cornell University including any of its constituent colleges or programs, or Cornell related logos in .advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to the prior written approval of Cornell University.

#### **Article 12. Non-Assignment**

Neither Party to this Agreement shall have the right to assign any duty or responsibility arising here under without the written consent of the other Party.

### **Article 13. Relationship of Parties**

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between Parties. The Parties to this Agreement are acting as independent contractors.

### **Article 14. Designee/Notice**

The below named individuals are representatives of the respective Parties responsible for the development and coordination of the specific activities contemplated by this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell University:

Name/Title: XXX Dean of the College of Engineering

Address: Cornell University U.S.

For National Cheng Kung University:

Name/Title: XXX Dean of the College of Electrical Engineering and  
Computer Science

Address: National Cheng Kung University

### **Article 15. Enforcement**

The Parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOU informally. In the event that internal attempts at resolution are not successful, the Parties agree that any formal claims in connection with this agreement against Cornell, its officers, agents and employees shall be brought in State or Federal Court having jurisdiction in Tompkins County, State of New York, and claims against NCKU shall be brought in the courts of Taiwan. The MOU shall be construed in accord with the law of the courts in which the proceedings are brought.

### **Article 16. Termination**

This MOU or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may

also occur for any reason upon three (3) months written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreements.

**Article 17. Effective Date/Term**

This MOU shall become effective upon signature of all Parties and shall expire 5 years after such date. This MOU shall be reviewed in its final year and may be extended by mutual written agreement of the Parties.

**Article 18. Entire Agreement/Modification**

This MOU constitutes the entire agreement between the Parties and may be amended only in writing signed by both Parties. The present agreement is approved and signed in two copies in English and Chinese, the two copies being identical in content and having the same legal standing.

Signed:

For Cornell University

XXX Dean of the College of Engineering

For National Cheng Kung University

XXX Dean of the College of Electrical  
Engineering and Computer Science

Date: December 15<sup>th</sup>, 2006

**VIII. BrE 01**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF EDINBURGH**

**AND TONGJI UNIVERSITY**

The objective of this memorandum is to establish substantive new collaboration between the University of Edinburgh in the United Kingdom and Tongji University in the People's Republic of China. The following arrangements will operate to evolve a partnership in the spirit of friendship and on the basis of equality and mutual benefit.

1. The main mechanism of collaboration will include:

- The establishment of 'Tongji-Edinburgh research Centre' in the area of fire safety engineering (see Appendix A for details);
  - Joint postgraduate student supervision and professional development programmes initially in, but not limited to, engineering areas;
  - Shared academic research activities, exchange of students and staff for short-term visits and shared organization of workshops and symposia;
  - Joint coordinated proposals to UK/EU and Chinese research funding agencies;
  - Joint dissemination activities including research publications and best practice guides.
2. Any cooperative programme in the above areas would be set up in accordance with the formal agreement after completion of recognition procedures in the two institutions.
  3. The Memorandum shall remain in force for a period of five years commencing from the date of signing and may be reviewed by mutual consent by serving six months written notice to the other party. Upon renewal, the terms will have been agreed. New terms may be agreed as part of a renewed understanding.
  4. Both the UNIVERSITY OF EDINBURGH and TONGJI UNIVERSITY reserve the right to terminate this memorandum by either party giving six months written notice to the other. Where such termination occurs, the provisions of this memorandum shall continue to apply to ongoing activities until their completion.
  5. Participating staff and students involved in any activities under this memorandum must adhere to the law of the host countries and rules and regulations of the host institutions.
  6. Nothing in this memorandum shall be construed as creating any legal relationship between the parties. This memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

The University of Edinburgh and Tongji University welcome the establishment of this memorandum for cooperation and jointly agree to the provisions as set out above. There will be two copies of this memorandum equally valid, one for each party, effective from the date of its signing.

The University of Edinburgh

Professor XXX

Vice Principal  
Tongji University  
Professor YYY  
Vice president

## IX. BrE 02

**Document title:** **Memorandum of Understanding  
(MoU template)**

**Template last updated on 02/03/12 by IR (v3.0)**

**Document purpose:** A non-binding, non-exclusive agreement with a partner body. This sets out a statement of intent but does not commit either body to specific outcomes. Any programme level arrangements subsequently approved will require an appropriate agreement.

**Drafting notes:** Here are two links to guidance documents issued by the Collaborations and Partnerships Group (**CPG**):

- the first is to the *Introduction to partnerships and collaborative provision*  
([http://www.leedsmet.ac.uk/staff/files/CPG\\_Introduction.pdf](http://www.leedsmet.ac.uk/staff/files/CPG_Introduction.pdf))
- the second is to the specific guidance for this template document  
([http://www.leedsmet.ac.uk/staff/files/CPG\\_MoU\\_Guidance.pdf](http://www.leedsmet.ac.uk/staff/files/CPG_MoU_Guidance.pdf))

Ensure that you are familiar with these guidance documents.

Note in particular the provisions of the guidance regarding required process and approvals that are required in relation to this Memorandum.

The CPG is responsible for the drafting of Memoranda of understanding, using the information available in the Planning and due diligence checklist. The CPG will contact the Faculty if further information is required.

No amendment may be made to the governing law and jurisdiction clause (at clause 6.5) and no other clauses dealing with law and jurisdiction may be added to this document without prior approval of the Head of Governance and Legal Affairs.

If the Memorandum involves an international party, you must:

- notify the Director of the International Office
- include and complete the text highlighted in green

Provisions of the Memorandum that require amendment to suit a particular arrangement are highlighted in yellow and green. All such highlighting must be removed before the document is finalized.

**This coversheet must also be removed.**

**Changes:**

v2.1: Change to name of authorised signatory.

v3.0: Revision of document to amalgamate MoCo-op and MoU.



## MEMORANDUM OF UNDERSTANDING

BETWEEN

LEEDS METROPOLITAN UNIVERSITY, [UNITED KINGDOM](the UNIVERSITY)

AND

[OTHER PARTY, COUNTRY]([the OTHER PARTY][amend as appropriate here and throughout])

### 1 Purpose of Memorandum

The purpose of this Memorandum is to underpin the development of what is hoped will become a long-term partnership between the University and the [Other Party].

It therefore sets out matters of agreed principle and policy, reflecting the spirit of co-operation between the University and the [Other Party], but it is not intended to be legally binding, with the exception of clause 6. The University and the [Other Party] may but are not obliged to enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.

### 2 Aims of the joint activity

The University and the [Other Party] agree in good faith to work together to promote or develop the following: [delete from the following as appropriate]

- 2.1 the provision of assured high-quality education through joint initiatives in curriculum development;
- 2.2 extending and increasing access, geographically and socially, to higher education;
- 2.3 improving the services the University and the [Other Party] offer to local communities, business and industry;
- 2.4 joint initiatives in research;
- 2.5 building a network of education opportunities accessible to all;
- 2.6 enhancing staff development opportunities by fully exploiting the strengths of both parties, to the benefit of all concerned;
- 2.7 the interchange of members of staff;
- 2.8 the interchange of students;

2.9 an articulation agreement in **subject area(s)**; and

2.10 opportunities for further developments to ensure the academic portfolio continues to support the needs and demands of students.

### 3 **Agreements between the University and the **[Other Party]****

As noted in clause **Error! Reference source not found.**, any such future joint activities of the University and the **[Other Party]** will be, where appropriate, covered by appropriate legally binding agreements.

### 4 **Principles of joint developments**

The University and the **[Other Party]** agree to:

4.1 ensure that strategic planning for all activities takes place within the annual higher education planning cycle, and at an appropriately senior level within each institution, so enabling the parties to maximise the use of public funds and avoid unnecessary duplication of effort; **[delete if not appropriate]**

4.2 ensure that all activity is conducted in an orderly manner, reflects the strengths of the parties, and where possible is complementary, drawing on their respective missions and corporate plans;

4.3 take part in activities that are cost-effective and efficient in development and implementation, assure the standards and quality of the awards, and provide complete, accurate and reliable information to students and stakeholders. **[delete if not appropriate]**

### 5 **Senior contacts**

The University and the **[Other Party]** will each nominate a senior contact who will be responsible in practice for ensuring effective liaison between them; preserving the underpinning principles outlined here; and maintaining an overall perspective on developments initiated through this Memorandum.

### 6 **General**

6.1 The **[Other Party]** shall be entitled to use the University name and logo only as specifically agreed in advance in writing with the University.

6.2 This Memorandum shall expire on the date that is five (5) years after the date of execution, but may be terminated earlier than that date at any time by either party upon the giving of one (1) week's written notice to the other.

6.3 Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or

shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party.

6.4 The terms of this Memorandum may be amended at any time by agreement in writing between the parties.

6.5 The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or other matters arising out of or in connection with this Memorandum.

## 7 Signatures

### Authorised Signatory for Leeds Metropolitan University

Signature .....

Name in capitals DR PAUL SMITH

Post Deputy Vice-Chancellor, Strategic Development

Date .....

### Authorised Signatory for Other Party

Signature .....

Name in capitals NAME

Post Post

Date

## X. BrE 03

### ACADEMIC AGREEMENT *CONVENIO*

BETWEEN THE UNIVERSITY OF ESSEX

AND LA UNIVERSIDAD CENTRAL "MARTA  
ABREU" DE LAS VILLAS, SANTA CLARA, CUBA

### DECLARATIONS

1. That La Universidad Central "Marta Abreu" De Las Villas and the University of Essex wish to develop academic co-operation in teaching, research and other academic activities by

- Encouraging visits from one University to the other by members of academic staff
- Promoting the exchange of bibliographic materials and academic publications

- Agreeing to accept applications from students of one University to study at the other.
2. That La Universidad Central "Marta Abreu" De Las Villas agrees to accept applications from students of the University of Essex on the BA Latin American Studies to spend one or two semesters of study at La Universidad Central "Marta Abreu" De Las Villas during the Third Year (Year Abroad) of the degree scheme.
  3. That the University of Essex agrees to accept applications from suitably qualified students of La Universidad Central "Marta Abreu" De Las Villas to study at the University of Essex.
  4. That the home universities will select suitable candidates for application but the host university will have the final decision with regard to which candidates are accepted.
  5. That this Agreement (*Convenio*) does not constitute an Exchange Agreement. The University of Essex will be responsible for payment of tuition fees, if applicable, to La Universidad Central "Marta Abreu" De Las Villas in respect of its students. The University of Essex will supply bibliographic material in place of tuition fee payments if requested by La Universidad Central "Marta Abreu" De Las Villas. Students of La Universidad Central "Marta Abreu" De Las Villas will be required to pay their own tuition fees to the University of Essex.
  6. That students of both universities will be expected to pay their own accommodation and living costs.
  7. That University of Essex students will be required to study two courses per semester, and to submit written work and take examinations for assessment on the same basis as other students on the courses, except that in certain circumstances the Director of the Centre for Latin American Studies may request that students be exempted from examinations scheduled to take place after June.
  8. That La Universidad Central "Marta Abreu" De Las Villas agrees to provide a transcript of University of Essex students' results normally within three months of the completion of their period of study at La Universidad Central "Marta Abreu" De Las Villas.
  9. That students admitted to either university under the terms of this Agreement (*Convenio*) will not be eligible for the award of any academic qualifications from the host university.
  10. That students admitted to either university under the terms of this Agreement (*Convenio*) must agree to abide by the Rules and Regulations of the host university.

**XI. BrE 04**

Sample Memorandum of Understanding - Not binding unless issued by Legal Services and signed by an authorised signatory of the University of Southampton

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF SOUTHAMPTON  
AND**

**[INSERT NAME]**

Sample Memorandum of Understanding - Not binding unless issued by Legal Services and signed by an authorised signatory of the University of Southampton

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as 'MOU') is made on the      day of      2010.

**BETWEEN**

**UNIVERSITY OF SOUTHAMPTON** incorporated by Royal Charter of Highfield, Southampton SO17 1BJ, UK (hereinafter referred to as "UoS")

**AND**

**[INSERT NAME]** of **[INSERT ADDRESS]** (hereinafter referred to as "[XX]")

**WHEREAS**

- A      UoS and XX wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- B      UoS and XX wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1**

**AREAS OF COOPERATION**

UoS and XX agree to the following goals and objectives in order to initiate the international partnership programme:

- (a)      exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest;
- (b)      academic exchanges, including mutual visits of faculty and school members to pursue research and to lecture, and student exchanges on a reciprocal basis;

- (c) identifying opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- (d) identifying opportunities for commercialisation of technology; and
- (e) organisation and participation of joint academic and scientific activities such as seminars and conferences.

## **ARTICLE 2**

### **ARRANGEMENTS AND FUNDING**

To implement the collaborative activities envisaged under the MOU, representatives of UoS and XX may meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both UoS and XX must obtain the agreement in writing of their respective finance departments.

Sample Memorandum of Understanding - Not binding unless issued by Legal Services and signed by an authorised signatory of the University of Southampton

The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. UoS and XX acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home University.

## **ARTICLE 3**

### **MANAGEMENT COMMITTEE**

UoS and XX will appoint representatives to manage and oversee the joint management activities. The representatives of the UoS and XX may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

## **ARTICLE 4**

### **ADHERENCE TO LAWS**

Staff and students of either University involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the host University.

## **ARTICLE 5**

### **AMENDMENTS**



1.1 The University and [ ] wish to enter into a co-operative relationship for the general purpose of promoting teaching research and other collaborative activity [*please amend as appropriate*] for the mutual benefit of both parties.

1.2 This Memorandum of Understanding (“MoU”) sets out below the principles by which the University and [ ] can establish a formal arrangement regarding such activity.

## **2. Principles**

2.1 The University proposes the following:

2.1.1 (*Please insert a general description of what the University proposes to do.*)

2.2 [ ] proposes the following:

2.2.1 (*Please insert a general description of what [ ] proposes to do.*)

2.3 Any activity carried out within the broad framework of this MoU shall be subject to the mutual consent of both parties, taking into account any constraints of time, funding and other relevant resources.

## **3. Subsidiary Agreements**

In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

## **4. Renewal Amendment and Termination**

4.1 This MoU shall be effective for an initial period of three years from this date. Thereafter, this MoU may be extended for a further period of three years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing.

4.2 This MoU will be reviewed every three years. The first review will take place on .....

4.3 Either party may amend this MoU at any time, provided it is with prior written consent of both parties.

4.4 Either party may terminate this MoU at any time by giving six months notice to the other party in writing.

## **5. General**

5.1 The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.

5.2 This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

<p><b>Signed</b> .....</p> <p><b>by Professor Michael Clarke</b></p> <p><b>Vice Principal</b></p> <p><b>For the University of Birmingham</b></p>	<p><b>Signed</b> .....</p> <p><b>by [name]</b> .....</p> <p><b>Position</b> .....</p> <p><b>For [ the Institution</b></p>
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### XIII. CanE 01

**ACADEMIC COOPERATION AGREEMENT**  
**Between THE UNIVERSITY OF CALGARY, CANADÁ**  
**And**  
**UNIVERSIDAD CENTRAL DE LAS VILLAS, CUBA**

#### 1.0 PREAMBLE

1.1 Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, the University of Calgary, a corporation created pursuant to the Post-Secondary Learning Act, S.A., 2003, C. P-19.5, (UofC) and Universidad Central de las Villas (UCV) enter into this Academic Cooperation Agreement (Agreement) and agree to the following:

#### 20 OBJECTIVES

2.1 The objectives of this Agreement shall include, but not be limited to, the following:

- a) the development of collaborative research projects;
- b) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
- c) the exchange of staff and graduate students; and
- d) the exchange of publications and other materials of common interest.

2.2 Cooperative projects under this Agreement may include any of the academic disciplines of UofC and UCV.

#### 30 IMPLEMENTATION

- 3.1 In order to carry out and fulfill the aims of this Agreement, UofC and UCV shall each appoint a Campus Co-ordinator who shall manage the development and conduct of joint activities. The Campus Co-ordinators shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.
- 3.2 Specific details of any activity shall be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing by the President/Vice-chancellor at each institution, shall become an integral part of the general Agreement. The SLOA shall include such items as: the responsibilities of each Party for the agreed upon activity, schedules for the specific activity, budgets and sources of financing and any other items necessary for the efficient achievement of the activity. If the activity shall include collaborative research, issues such as Confidential Information, Intellectual Property and Publication Rights shall be addressed in the SLOA.

#### **4.0 PURATION AND TERMINATION OF AGREEMENT**

This Agreement shall become effective on the date that it is signed by both Parties and shall be valid for a period of five years, but may be renewed by mutual consent. Any changes to this Agreement shall be subject to the written consent of both Parties.

- 4.1 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

#### **5.0 DISPUTE RESOLUTION**

- 5.1 Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.

As witness to their subscription to the above Articles, the representatives of UofC and UCV have hereunto provided their endorsement.

**For and on behalf of**

**THE GOVERNORS OF**

**THE UNIVERSITY OF CALGARY**

/ Dr. Dermis Salahub  
 Vice President  
 (Research and  
 International)



**For and on behalf of ÜMVERSIDAD**

**CENTRAL DE LAS VILLAS**



Prof. Dr. José Ramón Saborido Loide  
 Rector

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The University of New South Wales**

**And**

**The University of Gothenburg**

**INTRODUCTION**

The University of New South Wales, Sydney, Australia (hereafter referred to as UNSW) and the University of Gothenburg, Sweden (hereafter referred to as UG) believing the extension and strengthening of scientific exchange and co-operation to be of mutual value to their universities and to the development of understanding between our peoples, hereby record their intentions to promote academic and educational exchange between their universities through the following activities.

**1. STAFF EXCHANGE**

- Exchange of Academic Staff

The two universities may nominate their academic staff to participate in an exchange for the purpose of study or lecturing in the other university on a reciprocal basis. The participant is subject to approval by the host university. The period of exchange will normally be one or two semesters. The host university will provide a university appointment, library and research facilities, and other assistance as far as possible. The sending university will also maintain its academic staff on full salary during the period of the exchange. The host university will assist the visiting academic staff in locating living accommodation.

- Visiting Academic Staff

In addition to the reciprocal exchanges, either university may invite faculty members of the other university for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the home university. In such cases the inviting university makes appropriate funding arrangements agreed to in advance.

- Visiting Research Fellows

Either university may nominate one or more of its faculty to visit the other university for the purpose of advanced study or research, subject to the approval of the host university. In such cases, the sending university will provide the Research Fellow with normal salary based on the sending institution's regulations. The host university will provide institutional courtesies, library and research facilities and an appropriate appointment.

## 2. STUDENT EXCHANGE

- Exchange of students

Each university may send students, either undergraduate or postgraduate, to the other university in appropriate fields of study.

- Both universities agree that the exchange program for degree training should follow the educational system and regulations of the counterpart university. Students from each college or faculty who apply for degree or non-degree programs shall submit their applications to the other college or faculty through its own university.

## 3. COOPERATIVE RESEARCH

- Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The cost and conditions of such agreements will be negotiated individually.

## 4. EXCHANGE OF ACADEMIC MATERIALS

- Each university shall exchange relevant materials, such as those relating to the library, on a regular basis. The libraries can also exchange reference materials for research purposes.

## 5. TERMS OF CO-OPERATION

- The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
- Any such agreement entered into, as outlined above, will form an Appendix to this Memorandum of Agreement.

## 6. CO-ORDINATION OF THE EXCHANGE

- Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon.
- Through these officers, either party may initiate proposals for activities or specific details of any such activities will be set forth in a letter of agreement.

## 7. RENEWAL, TERMINATION AND AMENDMENT

- This Memorandum of Understanding becomes effective on the date of signature by both parties. It may be amended by agreement of the parties. It is renewed every three years without change on that date unless one party gives notice six months in advance.
- For this purpose, the responsible parties will be the Vice-Chancellor of the University of New South Wales, Australia and the Vice-Chancellor of the University of Gothenburg, Sweden.

For the University of New South Wales

Professor XXX

Vice –Chancellor and President

For the University of Gothenburg

Professor Pam Fredman

Vice-Chancellor

## **APPENDIX TO MEMORANDUM OF UNDERSTANDING**

### **STUDENT EXCHANGE AGREEMENT**

**Between**

**THE UNIVERSITY OF NEW SOUTH WALES**

**And**

**THE UNIVERSITY OF GOTHENBURG**

This is an Appendix to a Memorandum of Understanding between the University of New South Wales and the University of Gothenburg. The Memorandum of Understanding together with this Appendix shall constitute a Student Exchange Agreement.

## INTRODUCTION

In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact and as a contribution to increased international cooperation the University of New South Wales, Sydney, Australia (hereafter referred to as UNSW) and University of Gothenburg, Sweden (hereafter referred to as UG) have approved the following student exchange agreement.

### 1 SCOPE OF THE AGREEMENT

#### 1.1 Objectives

The purpose of this Student Exchange Agreement is to establish the terms and conditions under which the exchange of students between UNSW and UG shall take place. The terms and conditions of the Student Exchange Agreement apply to both undergraduate and/or postgraduate students.

#### 1.2 Scope

- a. UG students can apply to all academic fields at UNSW except courses in Medicine and the Australian Defense Force Academy.
- b. UNSW students can apply to all academic fields at UG.

Henceforth the university accepting students will be referred to as the Host University. The university providing the exchange students will be referred to as the Home University.

#### 1.3 Period of the agreement

This Student Exchange Agreement will commence on the date of signature and will continue in effect for 3 years. After this initial 3 year period, this Student Exchange Agreement may be extended for further 5 year period where both parties provide prior written consent.

#### 1.4 Period of exchange

- a. The first exchange of students between UNSW and UG under this new agreement shall commence in the academic year 2009/10. Each exchange under the terms of this agreement shall be for one academic year.
- b. The academic year at UNSW is from early March until mid-June and then from late July until early November.

The academic year at UG is from September 1 until January 18 then from January 19 to June 7.

### **1.5 Numbers of students**

- a. UNSW and UG agree to accept 3 exchange students from each institution each academic year. This number may be varied by agreement between Host University and the Home University.
- b. Where possible each exchange will be made on a one-to-one equal exchange basis. The unit of exchange will be calculated in student/semesters. However, if the number of students exchanged between the institutions is not in balance each semester an approximate balance should be achieved over the period of the Agreement.
- c. The obligation of the institutions under this Student Exchange Agreement are only for the participants and include neither spouses nor dependents, those who accompany the participants are the responsibility of the participants.

## **2 IMPLEMENTATION OF THE AGREEMENT**

### **2.1 Tuition fees**

Both institutions agree to waive tuition charges for their exchange students on a reciprocal basis.

### **2.2 Selection, enrolment, accreditation and preparation**

- a. Participating students will be selected by their Home Institution on the general basis of previous academic merit and enrolled in full-time non- degree enrolment at the Host Institution.
- b. Nomination to the host institution will be accompanied by an official academic record and the Undergraduate/Postgraduate Application for Admission form for international students. The Home Institution will advise the Host Institution of any course details,

essential to a student's curricular plan and wherever possible, particulars such as known health problems, which might affect the student's progress or require special assistance.

c. Both institutions agree on the number of one-to-one equal exchanges four months in advance of the commencement of the academic year or each semester.

d. The host institution will endeavour to ensure that students are admitted to courses regarded as essential. However, admission to a specific department or course is subject to the student being satisfactorily qualified for the chosen area of study and the availability of resources in the period for which admission is sought.

e. The Host Institution reserves the right to reject candidates applying for courses with restricted enrolment provisions, and to impose prerequisite conditions on enrolment in particular courses, in which case the Home Institution may nominate additional candidates for consideration.

f. Neither the Home Institution nor the host institution will on the grounds of race, colour, national origin, sex, sexual orientation, creed or disability exclude students from participation in the exchange.

g. Exchange students will be subject to the academic requirements and rules of conduct of the Host Institution. The Home Institution will advise their students of the academic and cultural expectations of the Host Institution.

h. Accreditation for the work carried out by a student during the period of the exchange, will be at the discretion of the student's Home Institution.

i. The Host Institution will provide the Home Institution with a final transcript from the Office of the Registrar, describing the student's academic performance.

j. Students selected for the exchange will be required to have sufficient knowledge of the language appropriate to the host institution to carry out their studies and research at the Host University.

### **2.3 Orientation and services**

In the spirit of exchange the host institution will facilitate as much as possible, the admission, academic progress, physical relocation and cultural orientation of incoming students.

The Host Institution will provide incoming exchange students with:

- a. Access to the university facilities as full members of the host institution, including library, sport and Student Union facilities.
- b. An orientation program.
- c. Information on health insurance requirements and the extent of the medical cover.
- d. Academic and other advisory services.
- e. Assistance in securing housing where possible in the residence halls or appropriate off-campus alternatives.
- f. Documents necessary for obtaining a visa.
- g. Appropriate language support to enable students to cope with the demands of studying in a second language.

The exchange students will have responsibility for:

- a. Paying home university tuition fees prior to participation in the program.
- b. Room and board expenses.
- c. Transportation to and from the host institution.
- d. Medical insurance.
- e. Expenses in excess of the medical coverage.
- f. Textbooks, clothing and personal expenses.
- g. Obtaining an appropriate visa.
- h. All other debts incurred during the period of the exchange.

#### **2.4 Co-ordination of the exchange**

- a. In order to carry out and fulfill the goals of this Student Exchange Agreement, management of the exchange will be the responsibility of the International Exchange Program at UNSW and of the International Office at UG.
- b. Each year both institutions will provide the partner university with all necessary details of the academic year, course descriptions, handbooks and all other information to enable students to make an informed choice of subjects to be taken at the Host University.

#### **2.5 No agency arrangement**

Neither the Host University nor the Home University is an agent of the other and has no right to act or represent the other or purport to do so.

### **3. TERMINATION AND MODIFICATION OF THE AGREEMENT**

This Student Exchange Agreement will commence on the date of signature and will continue in effect for 3 years. After this initial 3 year period, the Student Exchange Agreement may be extended for further 5 year periods where both parties provide prior written consent. The agreement may be terminated or altered by either party provided that written notice of intent to terminate is given at least six months prior to termination. Commitments already in progress shall be fulfilled.

This Student Exchange Agreement may be modified by written agreement signed by both institutions.

Each institution shall have the option of terminating a student exchange arrangement as it pertains to an individual student, should the student violate laws or regulations of the Host University or be found by a court of law to have violated the law of the host country.

### **XV. NZ/AUE 02**

## **MEMORANDUM OF UNDERSTANDING**

<http://www.rmit.edu.au/browse/About%20RMIT%2FHelp%2FMedia%20Assets%2FMedia%20Asset%2FF%2FID=tc2fa3qilixa.doc;STATUS=A>

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY

and

INSTITUTION/S

This Memorandum of Understanding is made between the Royal Melbourne Institute of Technology (RMIT) of 124 La Trobe Street, Melbourne, Victoria **and Institution/s, Location, Country.**

The aim of this document is to record an understanding between RMIT and **Institution/s** by which RMIT and **Institution/s** may co-operate in establishing closer links that may involve:

- Exchange of faculty and staff members
- Research collaboration
- Joint consultancy activities
- Participation in seminars and academic meetings
- Exchange of academic materials and other information
- Special short-term academic programs and projects
- Cooperation between the School/College of ... at RMIT and the School/Department /Faculty of ... at institution o/s

It is the wish of the parties that the closer links established may eventually lead to programs in agreed areas.

**STATEMENT OF UNDERSTANDING**

**This document is a statement of understanding and is not intended to create binding or legal obligations on either party.**

Signed for and on behalf of

**Royal Melbourne Institute of Technology**

by

Stephen Connelly

Pro Vice-Chancellor (International and Development)

**RMIT**

Date .....

Signed for and on behalf of

**Institution/s**

**by**

**Institution/s**

Date .....

**XVI. CAR 01**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**St. George's University, Limited**

**And**

**Fayetteville State University**

WHEREAS: St. George's University, Limited (SGU) located in St. George's, Grenada and Fayetteville State University (FSU) located in Fayetteville, North Carolina conduct programs and activities in education and training, and basic and applied research;

WHEREAS: Each university has capabilities and expertise to conduct programs and activities of interest and potential benefit to each other;

NOW THEREFORE: SGU, represented by its Chancellor, and FSU, represented by its Chancellor, have agreed, by the following terms, to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each institution.

**TERMS:**

1. This Memorandum of Understanding (MOU) is intended to facilitate exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.
2. The areas of initial interest for collaboration are listed below:
  - Management Information Sciences
  - The pre-medical program
  - Criminal Justice
  - Online courses leading to the BSN degree
  - Online courses in Caribbean Literature
  - Summer Study Abroad program,

Other areas will be developed, by mutual consent of the parties, as the need arises.

3. Both parties recognize that implementation of any agreement regarding cooperative initiatives will depend upon availability of financial resources of the respective universities and upon the academic interests and expertise of individual colleges/ schools/ departments/ faculty members. Accordingly, joint institutional goals will be accomplished in accordance with a separately negotiated agreement for each cooperative initiative.
4. A variety of cooperative approaches shall be employed, such as:
  - Exchange of undergraduate and graduate students: students will be required to purchase appropriate medical insurance as required by hosting institution to participate in the exchange program. Each university will assist students in making arrangements for accommodations, but the students will be responsible for all associated housing costs and other living expenses. The students will be responsible for all current tuition and fees payable to the hosting university that the students will be visiting. Note that tuition/fees will not be subsidized by either university (hosting or visiting).
  - Exchange of faculty members: each university will assist faculty in making arrangements for suitable housing for visiting faculty. Visiting faculty must demonstrate that they have sufficient medical insurance coverage for the duration of the visit. Neither the visiting nor Host University will be responsible for the purchase of such insurance for the visiting faculty.
  - Development of joint research projects and solicitations for funds from funding agencies may be undertaken by mutual consent of the parties.
  - Other cooperative efforts may be set forth in separate agreements as may be arranged by mutual consent of the parties.
5. The financial and/or funding considerations shall become a specific subject of discussion within the framework of a separate agreement negotiated at the university/ college/ school/ department level. No

financial commitment whatsoever is intended or implied of either signatory to this document.

6. The results obtained from any research or studies jointly conducted may not give rise to any endeavor independent of the university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities.
7. Specific objectives to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities. FSU and CU do hereby agree to invite delegations consisting of administrators and faculty members to visit the campus of the host institution for periodic evaluations of the MOU and specific objectives.
8. This Memorandum of Understanding will be in effect for five (5) years, subject to revision or modification by mutual agreement of the parties. Either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice. It is provided, however, that if any student or faculty is participating in an exchange program on the effective date of notice, then any such termination shall not be effective with respect to such student or faculty until the end of the schedule duration of exchange. Notwithstanding the ninety (90) day notice provision, either party may terminate this Agreement at any time, if the other party materially breaches this Agreement and such breach has continued for a period of ten (10) days after the receipt of written notice of the breach. Further, either party may terminate this Agreement immediately if the other party's license or permit to operate expires or is revoked, repealed, suspended or placed on probation by any governmental or governing agency.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Chancellor

Fayetteville State University

Fayetteville, North Carolina

Chancellor  
Saint George's University  
Grenada, West Indies

**XVII. SeAE IND 01**

**Memorandum of Understanding  
International Partnership Programs  
between  
Indian Institute of Technology Guwahati, India  
and  
Karlstad University, Sweden**

This Memorandum of Understanding (MoU) is made between

The Indian Institute of Technology Guwahati, Guwahati-791 039, India, an autonomous body incorporated under the Institute of Technology Act 1961, as amended up to date, having its office at Guwahati, hereinafter called IITG;

and

Karlstad University, 651 88 Karlstad, Sweden, a governmental body, originally founded as a Teacher Training College in 1843, reinstated in several steps to become in 1999 the modern and research-based university it is today, hereinafter called KAU.

In order to promote cooperation and the advancement of academic, research, and educational exchanges between IITG and KAU the two institutions agree to formalise a MoU as follows:

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Academic visits/Exchange of faculty

Examples: Planning and handling of academic programs and courses, organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research, and industrial practice.

- Joint teaching programs, research activities, and publications

Explore possibilities of joint twinning programmes in interdisciplinary areas of specialisation of high relevance to both institutions such as the areas of design, computer communication and security, and other areas of computing such as econometrics and 3D animations.

- Participation in seminars and academic meetings
- IITG students' internships at KAU

KAU is willing to offer internships to IITG 3'd year B. Tech students of Design and Computer Science (including B. Tech in Maths & Computing). Assignments will be drawn from KAU's research projects in Interaction Design, Usable Privacy-Enhancing Technology, Mesh Networks, but may also include internships at a company.

- Other exchange of under graduate and/or graduate students

Organisation of study visits and training, participation in Bachelors', Masters', and Doctoral courses, negotiating the recognition of academic credits, guidance and supervision of student's theses and projects works.

The purpose of this MoU is to express the intentions of the Parties, specifically for the internship arrangements. The terms of cooperation for other specific activities contemplated under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate document executed by both parties. Activities to be organised under this agreement will be the responsibility of the Heads of both institutions or of persons designated by them. National regulations and customs shall be mutually respected. This MoU imposes no financial obligations on either party. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Each home university should complete its selection of exchange students and nominate its exchange students for the Exchange Programme (including Internships) to the host university within a reasonable time frame to be mutually agreed between the universities. The exchange student's nomination should be accompanied by a:

- curriculum vitae;
- statement of academic aptitude from a member of the student's faculty; and
- specific outline of programme study at the host university.

The host university should evaluate the nominated exchange students and determine their acceptability for admission as exchange students (including internships). The host university reserves the right to reject the home university's nominated exchange students. The home university may appeal the rejection.

The terms and exploitation of intellectual property, inventions and innovations will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to an intellectual property currently licensed to or belonging to either Party. An intellectual property held by Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

This MoU will remain current for five years with the understanding that either party may terminate it by giving the other party twelve months' written notice, unless an earlier termination is mutually agreed upon. Each party recognises that the other party has, may have, or will have arrangements of a similar or different nature with other institutions whether in each party's respective countries or elsewhere in the world, during the currency of this MoU.

Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties. Each party shall keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.

Dean of the Faculty of Economic  
Sciences Communication and IT  
Prof. XXX  
Professor-in-charge, External Relations  
Indian Institute of Technology Guwahati

#### **XVIII. SeAE IND 02**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF DHAKA, BANGLADESH  
AND  
JAWAHARLAL NEHRU UNIVERSITY, NEW DELHI, INDIA**

University of Dhaka (hereinafter called DU) and Jawaharlal Nehru University, New Delhi, (hereinafter called JNU) establish hereby a formal understanding of cooperation and friendship which is intended to further the

academic objectives of each institution and to promote better understanding between the faculty and students of JNU and the faculty and students of DU. Under this Memorandum of Understanding, the two institutions will proceed to implement the following endeavors and exchanges of materials and personnel.

### **Areas of Cooperation**

Cooperation shall be carried out, subject to availability of funds and the approval of the competent authority of JNU and DU, through such activities or programmes as:

1. Exchange of faculty members
2. Exchange of students
3. Joint research activities
4. Participation in seminars and academic meetings
5. Exchange of academic materials and other information
6. Special short-term academic programmes
7. Exchange of Administrative Managers/Coordinators
8. Joint cultural Programmes

The terms of such mutual cooperation and necessary budget for each specific programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and the terms of such programme shall be negotiated on an annual basis. Each university will designate a Liaison Officer to develop and coordinate specific activities or programmes.

### **Scope of the Cooperation**

The areas of cooperation include, subject to mutual consent, any Programme offered at either university as felt desirable and feasible on either side and that both sides feel can contribute to the fostering and development of the cooperative relationships between the two universities.

The assistance to be provided by each of the contracting parties will be teaching, research, exchange of faculty and students, and staff development, etc. as deemed beneficial by the two institutions.

**The cooperation will be focussed on the following fields of study initially;**

#### **1. International Relations**

#### **2. Social Sciences**

#### **3. Language, Literature and Culture Studies**

#### **4. Computer Sciences**

The Memorandum of Understanding (MoU) shall remain in force for a period of three years from the date it is signed by the appropriate officials of the two universities. It may further be extended or amended with the written agreement of both parties. This MoU may be terminated by either party subject to the delivery of six months advance notice, in writing.

At JNU the office of the Academic Coordinator will oversee the implementation of the MoU. At DU, the Office of the Vice-Chancellor will oversee the implementation of the MoU.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Prof. XXX  
Vice Chancellor  
Dhaka University  
Dhaka, Bangladesh

Dated:  
Vice Chancellor  
Jawaharlal Nehru  
University  
New Delhi, India

Dated:

#### **XIX. SeAE PHL 01**

### **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITY OF THE PHILIPPINES (PHILIPPINES)**

**AND**

**NATIONAL CHENGCHI UNIVERSITY (TAIWAN, R.O.C.)**

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Republic Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as 'the University of the Philippines Charter of 2008', with principal office at Quezon Hall, U.P. Diliman, Quezon City 1101, Philippines, represented by its Chancellor, Dr. XXX, hereinafter referred to as 'U.P. DILIMAN'

And

NATIONAL CHENGCHI UNIVERSITY, with official address at No. 64, Sec. 2, ZhiNan Rd., Wenshan District, Taipei City 11605, R.O.C (Taiwan), represented herein by its President, XXX, hereinafter to as "NCCU"

U.P. Diliman and NCCU are exchanging this agreement to develop an academic cooperation and a spirit of amity with each other.

1. This agreement aims to promote international academic cooperation and the exchange of teaching and research experiences between U.P. DILIMAN and NCCU.
2. The two universities will cooperate in developing friendship and mutual interests on a reciprocal basis of respect for the independence and equal status of each university.
3. The two universities agree to:
  - a. exchange academic materials and information;
  - b. mutually receive educational visits by faculty members and researchers;
  - c. exchange students;
  - d. hold joint international conferences;
  - e. conduct joint research projects; and
  - f. engage in other activities to better enhance mutual understanding and cooperation.
4. The details of this agreement are to be decided by further consultation between the two universities.
5. This agreement shall be in effect for five (5) years from the date of signature and automatically extended, after every expiration, for the same duration, unless a written intent of termination by either party is presented six (6) months prior to the date of expiration.
6. U.P DILIMAN designates the Director of the Office of Extension Coordination, and NCCU designates the Dean of the Office of International Cooperation, as their respective representatives for the full implementation of this agreement.
7. This Agreement is executed in English in two (2) originals and each university will retain one original.

**XX. EFL BEL 01**

**GENERAL AGREEMENT OF COOPERATION**

**Between**

**The Universidad Central "Marta Abreu" de Las Villas**

**Carretera a Camajuaní Km 5. Santa Clara. Villa Clara. Cuba**

**represented by the Rector Dr. Ing. José Ramón Saborido Loidi,**

**hereinafter referred to as "the UCLV"**

**and**

**the VRIJE UNIVERSITEIT BRUSSEL, Belgium,**

**Pleinlaan 2, 1050 Brussels,**

**represented by its Chancellor, Professor Dr. B. Van Camp,**

**hereinafter referred to as "the VUB"**

**the contracting parties**

Convinced of the necessity of promoting and reinforcing the co-operation, the mutual exchange of information, the improvement of research and education programmes, and also the exchange of professors, researchers, administrative and technical staff and students;

Desiring to establish and to promote regular relationships in scientific and cultural fields in an institutionalised framework, have agreed as follows:

### **Title I - GENERAL PHILOSOPHY**

#### **Art. 1. Purpose of the co-operation**

The purpose of the general agreement between the UCLV and the VUB is to improve by collaboration the scientific and educational level of the two Institutions and to promote and intensify the friendship and the mutual understanding between the two Institutions.

#### **Art. 2. Fields of co-operation**

Co-operation between the two Institutions concerns the entire area of education, research and academic management in the two Institutions. The two parties shall conclude programme-agreements in order to provide for specific co-operation and exchange projects in particular fields.

#### **Art. 3. General conditions of co-operation**

The exchange of persons shall in no way be subjected to discrimination based on grounds of age, ethnicity, gender, nationality, social status, sexual preference or philosophical, religious and political opinion.

### **Title II - CONTENT OF THE CO-OPERATION**

#### **Art. 4. Exchange and co-operation in the field of research and education.**

##### **4.1. Exchange of professors and researchers**

The exchange of professors, researchers, technical and administrative staff and students may take place on long and on short term basis. Academic Staff may be assigned educational as well as research tasks.

4.2. Exchange of students

Exchange of students is principally reserved for persons who have obtained a basic university degree, desiring to continue their education in a postgraduate programme, offering a particular specialisation. The agreement may also be applied to the exchange of undergraduate students, if the parties agree thus far within the framework of specific programme agreements, e.g. the EC funded programmes Socrates or Tempus.

4.3. Mutual research programmes

The two Institutions may conclude common research programmes in fields of mutual interest. Duration and conditions of these programmes will be determined in specific programme agreements.

4.4. Participation of third Institutions

Within the framework of this agreement, the UCLV and the VUB may also co-operate in activities of other Institutions, with the purpose of realising projects in the furtherance of social, economic, cultural, *and scientific* development of their countries.

4.5. Exchange of publications

The two contracting parties shall lend assistance by exchanging scientific publications and literature between their libraries, and whenever possible by the exchange of audio-visual materials, software packages and others. These exchanges will be the subject of specific programme agreements.

4.6. Mutual assistance

The UCLV and the VUB shall lend mutual assistance by the exchange of information over and invitations to important meetings, symposia and conferences. The two Institutions undertake to maintain and to promote contacts, with a view to scientific co-operation with other partners in the respective regions.

### **Title III - EXECUTION OF THE AGREEMENT**

Art. 5. Programme agreements

This agreement is a framework agreement which regulates the relations between the parties in a general way. The *financial* conditions and the execution measures of this agreement will be defined in the form of work programme agreements, which shall regulate the exchange of professors, researchers and students between various faculties or research and study centres, in precise projects. These work programme agreements, concluded between the faculties, institutions or centres concerned, *are to be negotiated* and will be approved by the Rectors of the Universities or by their delegates.

Financial arrangements made in the context of these work programme agreements should also be discussed between the two parties.

Art. 6. Preliminar/ procedure

The Institution, willing to send a professor, a researcher or a student, *must forward* the curriculum vitae, the list of publications and the work schedule of the person concerned, to the host Institution. Every stay must be confirmed by the host Institution at least four weeks before the beginning of this stay; and if possible six months in advance.

#### **Title IV - FINAL DISPOSITIONS**

Art. 7. The financial conditions. duration and execution of the agreement

The duration of this *general* agreement will be **four** years from the day the agreement was signed by both parties, renewable *after evaluation* per four years upon request by either party not later than six months prior to the expiry of the existing agreement.

Art. 8. Amendments

The amendments to the present *framework agreement or work programme* agreement will be agreed in writing between the undersigned.

This general agreement is drawn up and signed in duplicate.

### **XXI. EFL GER 02**

AGREEMENT

BETWEEN

the Universidad Central de Las Villas Facultad de Construcciones; Dpto. de Ingeniería Civil

and

**the Universität Gesamthochschule Kassel Fachbereich Bauingenieurwesen, FG Baustoffkunde**

In order to achieve a better mutual understanding and a better co-operation in the field of scientific and technological research, as well as in the field of teaching, the above named universities have come to the following agreement based on the intensive co-operation that already exists:

§1

The aim of this partnership is the implementation of joint research projects in those departments in both universities which have demonstrated a willingness to work together.

Common work areas will be determined by mutual agreement through a particular work programme, the organisation and financing of which are to be minuted. The work programme and minutes are to be a constituent part of this agreement.

§2

At both universities the professors and academic staff are to be granted time off, within a given scope, in order to take part in previously stipulated teaching and research programmes.

The delegating university is to be responsible for the travelling expenses of its participants in exchange from their home country to the host university in accordance with the regulations valid in the country of the delegating university. The host university shall pay for the costs of the stay in accordance with the principles currently in force there.

The implementation of any projects is to be carried out with due regard to the budgetary means available to the partners to the agreement. The requisite means shall ordinarily be obtained from the respective national institutions supporting the academic exchange, either communally or through application made by individual students.

The partners to the agreement are to make efforts to establish and to offer at regular intervals, visiting professorships or temporary academic posts. Besides, both partners are to make efforts to arrange the appropriate financing.

§3

Both universities are to support the exchange of students (for a short stay) as well as their participation in courses of the partner-university.

Both universities are to support the exchange of students, and are to waive the imposition of university fees on a one-to-one basis. Minor fees, such as those in respect of social activities and of other institutions are, with the exception of university fees, to be paid by the student.

Possibilities are to be proved to enable the initiation of a post graduate programme between teachers and scientists of both departments.

§4

The academic institutions of both universities which are in co-operation are duty bound to a mutual exchange of information about congresses, conferences, academic meetings, seminars and the results of work undertaken. Here, they are to check, whether anyone related to the agreement can participate. Work results are to be exchanged between both universities.

The partners to the agreement are to promote the exchange of academic literature. They will also strive to publicise important research work in the corresponding specialist magazines or university periodicals.

§5

Further co-operation is to be developed and regularly co-ordinated with the aim of designing new work programmes on current issues of mutual interest to both partners to the agreement.

Both partners shall strive to obtain means of finance.

§6

Should in the course of this co-operation any modification turn out to be necessary, either partner may demand a renewal of the agreement, with a view to its modification.

§7

This agreement will be issued in a German and English version and will come into effect upon the signature of both parties.

§8

The agreement can be terminated within a three months period before the end of the calendar year. There must, however, be a guarantee that the current exchange and the one which has been planned for the following year will not be affected.

§9

This agreement is valid for 4 years

## **XXII. EFL SWE 03**

### **MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF CAPE COAST, GHANA AND GOTEBORG UNIVERSITY, SWEDEN**

The University of Cape Coast in Ghana and Goteborg University in Sweden agree to establish a collaborative link between them in the fields of teaching and research relating to sustainable development.

#### Article 1

The cooperation shall involve the exchange of faculty and students;

#### Article 2

Specific programmes shall be developed for collaboration between specific departments in either university as and when required;

#### Article 3

The University of Cape Coast and Goteborg University agree each to provide accommodation, office space and other academic facilities for visiting faculty;

Article 4

Joint supervision of research students from either university shall be encouraged whenever appropriate;

Article 5

The cooperation will aim at facilitating exchange of research and teaching materials between faculty and students of both institutions. Communication between faculty of either university via modern communication techniques should also be facilitated;

Article 6

The two institutions are committed to soliciting, individually or jointly, financial support from agencies within the two countries or elsewhere in order to facilitate the collaboration;

Article 7

Budgets for specific programmes will be mutually agreed upon by the two institutions;

Article 8

Any of the two institutions has the right to seek revision or termination of the memorandum by giving six months' notice.

This memorandum is made in two equally authentic copies, one for each of the signing parties.

**XXIII. EFL SWE 04**

**Agreement for Academic Collaboration**

**between**

**THE SCHOOL OF EDUCATION AND COMMUNICATION**

**at**

**JONKOPINGUNIVERSITY**

**and**

**UNIVERSIDAD CENTRAL MARTA ABREU DE LAS VILLAS (UCLV)**

In the pursuit of excellence in scholarship, for the purpose of disseminating knowledge to benefit and serve Sweden, School of Education and Communication at Jonkoping University and Universidad Central Marta Abreu de Las Villas hereby sign an Agreement for Academic Collaboration to strengthen mutual understanding, to foster friendly cooperation, and to promote academic collaboration and exchange as follows:

1. Both institutions agree to undertake, within the framework of the regulations applying in each of the institutions, subject to the availability of resources, the following :
  - a. Launching of joint research activities, including, for this purpose, the exchange of faculty members and research personnel,
  - b. Collaboration in various forms of teacher training,
  - c. Exchange of students,
  - d. Exchange of academic and other publications, and
  - e. Organization of joint conferences, seminars and academic meetings.
2. The terms of and the necessary resources for such joint activities and exchange programmes shall be discussed and mutually agreed upon in writing by both institutions prior to the initiation of the particular activity or programme.
3. The Agreement shall take effect on the day on which it is signed and shall continue until terminated by agreement between the parties. Any changes must be agreed to in writing by both parties. A minimum period of six months notice will be required from either party wishing to terminate or amend this agreement. In the event of termination the relevant parties will honor all commitments to students participating in the program.

This Agreement shall take effect when signed by both sides:

For the School of Education and Communication  
at Jonkoping University:

Universidad Central Marta Abreu de Las Villas:

\_\_\_\_\_  
Ph.D Dean Eva Björck-Åkesson

\_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_

Date

Date

**XXIV. EFL SZ 05**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNIVERSITY OF FRIBOURG (SWITZERLAND)**  
**AND**  
**NATIONAL CHENGCHI UNIVERSITY (TAIWAN, R.O.C)**

The University of Fribourg (UNIFR) and National Chengchi University (NCCU) are exchanging this agreement to develop a spirit of amity with each other.

1. This agreement aims to promote international academic cooperation and the exchange of teaching and research experiences between the University of Fribourg and National Chengchi University.
2. The two universities will cooperate in developing friendship and mutual interests on a reciprocal basis of respect for the independence and equal status of each university.
3. The two universities agree to:
  - a. Exchange academic materials and information;
  - b. Mutually receive educational visits by faculty members and researchers;
  - c. Exchange students;
  - d. Hold joint international conferences;
  - e. Conduct joint research projects;
  - f. Engage in other activities to better enhance mutual understanding and cooperation.
4. The details of this agreement are to be decided by further consultation between the two universities.
5. This agreement shall be in effect for five years and automatically extended for the same period if written intent of termination by either party is not presented six months prior the date of expiration.
6. The University of Fribourg designates the Vice Rector for International Relations, and National Chengchi University designates the Dean of the Office of International Cooperation, as their respective representatives for the full implementation of this agreement.

7. This agreement is executed in English in two originals and each university will retain one original.

Executed for the University of Fribourg by

Professor XXX

Rector

Executed for National Chengchi University by

XXX, Ph.D.

President