# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN** 



NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY Greensboro, NC, USA

### and



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lai Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan
302017

To collaborate with MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY (MNIT) JAIPUR, INDIA and North Carolina Agricultural and Technical State University, this Memorandum of Understanding (herein referred to as MOU) is signed

### Between

North Carolina Agricultural and Technical State University (herein after called "N.C. A&T" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the First Part.

#### And

Malaviya National Institute of Technology Jaipur, (hereinafter called "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the Second Part.

N.C. A&T and MNIT hereinafter referred together as the "Parties" and each separately as the "Party".

#### Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic linkages between their two institutions.
- B. This Memorandum of Understanding (MOU) sets out the framework for

the cooperative relationship between the Parties.

#### **Provisions**

## 1. Areas of Cooperation

- a) The purpose of this MOU is to develop academic and educational cooperation and to promote mutual understanding between the two academic institutions.
- b) This MOU signifies a statement of intent to collaborate but is not a legally binding document.
- c) The two academic institutions agree to discuss the development of the following collaborative activities in the academic areas of mutual interest:
  - Articulation agreements and recognition of academic credits
  - Sharing of information and materials
  - Exchange of faculty, staff and students
  - Distance learning
  - Collaborative research
  - Conducting lectures, organizing symposia and joint events
  - Other areas of mutual interest.

# 2. Activities and Projects

The development and implementation of specific activities will be separately negotiated and agreed between faculties, schools or institutes which carry out the specific projects.

# 3. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MOU and therefore no financial liability is established against another party. Neither party shall enter into a contract on behalf of the other Party nor commit the other to any expenses without the other Party's expressed written authority.

## 4. Confidentiality

Any promotional material and website information which includes reference to joint activities will be approved by the person authorized at each institution before it is used for public dissemination.

Each Party shall keep confidential all information or material acquired or produced in connection with this MOU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law.

## 5. Intellectual Property

No Ownership of Intellectual Property is transferred by this MOU.

## 6. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MOU.

## 7. Standards of Performance

The Parties agree that all obligations under this MOU and any Agreement resulting from this MOU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

### 8. Termination

Each party has the right to discontinue this agreement subject to a period of 12 months' notice being given. The Understanding may also be

terminated at any time by mutual consent of all the parties.

### 9. Effective Date and Duration of MOU

The MOU will be reviewed every three (3) years and any changes will be approved by signature of the authorized representatives of both institutions. It may also be amended or modified any time if approved by the signature of the authorized representatives of both institutions.

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

Signed for

Malaviya National Institute of Technology Jaipur

Prof. N.P. Padhy

Director

MNIT Jaipur

Signed for

North Carolina Agricultural and Technical State University

Dr. Tonya Smith-Jackson,

Provost and Executive Vice Chancellor for

**Academic Affairs** 

N.C. A&T Greensboro, NC, USA

Date:

Witness:

1. Prof. Rakesh Jain

2. Dr. Madhu Agarwal

Date:

-Witness:

1. Prof. Sanjiv Sarin

2. Prof. Om Prakash Yaday