



**A DRAFT MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COOPERATION
BETWEEN
TEXAS A&M UNIVERSITY-TEXARKANA
AND
PIMPRI CHINCHWAD EDUCATION TRUST**

Whereas Texas A&M University-Texarkana (A&M-Texarkana or Member), a member of The Texas A&M University System, an agency of the State of Texas and The **PIMPRI CHINCHWAD EDUCATION TRUST**, a university established under the laws of Bombay Public Trust Act, 1950(Act 29 of Bombay Law) and having an address at Sector 26, Nigdi, Pradhikaran Pune-411044, India (hereinafter referred to as "**PCET**") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to enter into and sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but are not limited to:
 - A) MS , PhD studies abroad to students and faculties
 - B) Admission to students from foreign countries in existing colleges and upcoming private university PCU
 - C) Summer school/ Internship to students of all colleges of PCET in universities abroad
 - D) Student Exchange of postgraduate / graduate /undergraduate students
 - E) Twinning / Dual/Joint Degree Programs at UG, PG level
 - F) One month training/ School Programs for foreign university students at PCET, Pune
 - G) Exchange of Academic personnel / faculty

- H) Cooperative research and development activities
- I) Cooperative design of courses , conferences, Symposia, short courses or academic programs
- J) Joint research activities/ joint application for funding proposals
- K) Exchange of academic or scientific material and publications of common interest

(2) It is agreed that the terms and conditions of any mutually agreed upon programme(s) and activity(ities) contemplated in this MOU will be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity is at the sole discretion of each Party.

(3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MOU and to draw up a programme(s) or activity(ies) to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for A&M-Texarkana is Jennifer Davis, Director of International Studies, and for PCET is Dr. Janhavi Inamdar

2. FINANCIAL ARRANGEMENTS

(1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting the programmes and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation. There will be no exchange of funds or other resources among the Parties.

3. INTELLECTUAL PROPERTY RIGHTS

(1) The Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this Memorandum of Understanding shall be determined on a case by case basis, and shall therefore be specified and agreed to for each such programme or activity in a separate written agreement between the Parties.

(2) Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

4. **CONFIDENTIALITY**

4.1 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party must clearly identify Confidential Information at the time of disclosure by:

- (a) Appropriate stamp or markings on the document exchanged; or
- (b) Written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

4.2 "Confidential Information" does not include information that:

- (a) Is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party;
- (b) Was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential;
- (c) The Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or
- (d) The Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

4.3 The Receiving Party will use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with the [COLLABORATION].

4.4 The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this MOU.

4.5 If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section [], disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this MOU.

4.6 The Receiving Party will, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except that the Receiving Party may securely retain one copy in its files solely for record purposes.

5. **DURATION AND TERMINATION**

- (1) This MoU is effective on the date of the last party to sign this MoU (Effective Date) and is effective for a period of five (5) years from the Effective Date and

may be extended for such further period as may be agreed by the Parties in writing, not to exceed a renewal period of five (5) years.

- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity, under this MoU will continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

6. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU must be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which must be acknowledged by the other Party) and sent to the Parties at the addresses as stated below. Either party can change their respective notice address by sending to the other party a notice of the new address.

- (a) If to A&M-TEXARKANA: Texas A&M University-Texarkana

Attn: Contracts Office
7101 University Avenue
Texarkana, TX 75503
Email: Contracts@tamut.edu

- (b) If to PCET: Pimpri Chinchwad Education Trust
Sector 26, Near Akurdi Railway Station,
Nigdi, Pradhikaran, Pune – 411044
Maharashtra, India
Attention: Dr. Janhavi Inamdar
Email: janhavi2730@gmail.com

7. MISCELLANEOUS

- (1) This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.

- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and India and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement(s) to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party to this MOU.
- (8) Day to day communications from both the parties will be through Single Point of Contact (SPOC), on behalf of PCET, **Dr. Janhavi Inamdar** (janhavi2730@gmail.com) and on behalf of A&M-TEXARKANA, Dr. Sushil Sharma, Associate Provost, (ssharma@tamut.edu) In case of any change in the details of SPOC of the Parties, the Party whose SPOC has changed will notify the other party of same.
- (9) This MOU constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this agreement. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
- (10) Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- (11) Notwithstanding any provision of this MOU to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU or by Member or PCET's service to Member. Except as specifically required under the terms of this Agreement, Member or PCET (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Member or A&M SYSTEM. As an independent contractor, Member or PCET is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Member or PCET and its employees must observe and abide by all applicable Member policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- (12) The Parties will neither assign its rights nor delegate its duties under this MOU without the prior written consent of the other Party.

- (13) PCET acknowledges that Member is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code (the "PIA"), in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon Member's written request, and at no cost to Member, Texas Strategic Staffing will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this MOU that is not otherwise excepted from disclosure under the PIA to Member in a non-proprietary format acceptable to Member that is accessible by the public.
- (14) In case any one or more of the provisions contained in this MOU will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this MOU will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto, and will become effective on the date designated by such law or by regulation.
- (15) Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PCET expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.
- (16) Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this agreement.
- (17) The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Texas A&MTexas A&M--Texarkana is in the county in which the Member's chief executive officer is located.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of

TEXAS A&M UNIVERSITY-TXARKANA

For and on behalf of

PIMPRI CHINCHWAD EDUCATION TRUST

DocuSigned by:
Jeff Hinton
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Dr. Emily Cutrer
President & CEO

(Signature)

Shri V. S. KALBHOR
Secretary

Date: 12/13/2022

Date:

In the presence of

(Signature)

Name: **Dr. G.M. Desai**
Designation: **Executive Director**