University of Massachusetts Amherst



Memorandum of Understanding (MoU)

Between

MAHATMA JYOTIBA PHULE ROHILKHAND UNIVERSITY (MJPRU), Bareilly, U.P., INDIA



UNIVERSITY OF MASSACHUSETTS AMHERST Amherst, Massachusetts, USA ON

Academic and Research Collaboration







Memorandum of Agreement

between

MAHATMA JYOTIBA PHULE ROHILKHAND UNIVERSITY Bareilly, INDIA

and

UNIVERSITY OF MASSACHUSETTS AMHERST Amherst, Massachusetts, USA

This Memorandum of Agreement ("Memorandum") is entered to record an inter-institutional cooperative agreement between the Partner University Mahatma Jyotiba Phule Rohilkhand University (MJPRU) Bareilly, (Uttar Pradesh) INDIA the University of Massachusetts Amherst ("UMA").

The MJPRUand UMAdesire, through a cooperative relationship, to enter the following academic and research collaboration:

I. PARTIES

TheMahatma Jyotiba Phule Rohilkhand University (MJPRU) is legally domiciled at Bareilly-243006, (Uttar Pradesh) INDIA. The University of Massachusetts Amherst has an address of 181 President's Drive, Amherst, MA 01003-9313. MJPRU UMA are collectively referred to herein as the "Parties" or "Universities."

II. PURPOSE OF THE AGREEMENT

Both Universities agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Universities will encourage direct contacts and cooperation between their faculty members, graduate students, departments, institutes, and academic planning staff. As per interest shown, both Universities agree to explore the possibility of:

- 1. Establishing mutually beneficial collaborative research projects between departments and individual faculty members.
- 2. Exchange of faculty members for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.
- Exchange of graduate and undergraduate students. (The exchange of graduate and/or undergraduate students will require a separate supplementary agreement, specifying the terms of exchange.)
- 4. Joint supervision of graduate research students between interested faculty members on both sides.
- 5. Other activities of mutual interest and benefit.

Arrangements for specific visits and other forms of academic cooperation will be developed jointly and will be agreed upon in writing for each specific case.

III. EXPORT CONTROL COMPLIANCE

The Parties agree to comply with all U.S. laws and regulations relating to the transfer, export, or re-export of items and technical data, including, but not limited to, the Export Administration Regulations (EAR), 15 CFR Parts 730-774, and the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130. The Parties shall notify each other in writing prior to disclosure to the other Party of any technical data or other items subject to export controls. The Parties will reasonably cooperate with and support each other in obtaining the correct U.S. Export Control Classification Number (ECCN) or United States Munitions List (USML) category necessary to comply with export controls.

IV. EFFECT OF AGREEMENT

This Memorandum will remain in effect for five (5) years at the end of which period the Memorandum will be reviewed by both Parties and may be renewed by mutual written consent. This Memorandum may be terminated by either Party with a six-month written notification of termination.

V. FINANCING

This Memorandum does not create any financial commitments by or between MJPRUand UMA. Both Universities understand that all of the above arrangements involve financial considerations and agree that all financial arrangements will be negotiated separately

VI. NOTICE

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMA:

International Programs Office University of Massachusetts 70 Butterfield Terrace Amherst, MA 01003-9242 ipopartnerships@umass.edu

To MJPRU:

Directorate of International Relations Mahatma Jyotiba Phule Rohilkhand University Bareilly-243006 (Uttar Pradesh), INDIA Official Website:www.mjpru.ac.in/DIR.aspx Official Email: international@mjpru.ac.in

VII. AMENDMENTS

MJPRU and UMA agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.

VIII. GOOD FAITH EFFORTS

MJPRU and UMA agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution of this Memorandum through direct engagement.

IX. FORCE MAJEURE

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implementation impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporafily until the disadvantages are overcome.

This Memorandum and amendments (if any) constitute the entire agreement between MJPRU and UMA, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this agreement that precede the date of this Memorandum.

below have the power and authority to enter into XI. REPRESENTATION

Both Parties represent and warrant that the signatories this Memorandum.	below have the power over
Signed by: Mahatma Jyotiba Phule Rohilkhand University	University of Massachusetts Amherst
Prof. Sudhir Kumar Director, Directorate of Research (DoR)	Michael Malone Interim Provost and Senior Vice Chancellor for Academic Affairs University of Massachusetts Amherst
Date: 11-01'11-4. Witnessignature:	Signature:
Name: Porf. S.K. Pandry Designation Dean, Academic	Name: Om PARKASH DHANKHER Designation Reference
Signature: Supple Book. Name: Supple S. S. Bech. Designation Director, DIK, MTPRU, Bareilly	Signature: Name: Designation