# AGREEMENT OF COOPERATION BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND NIRMA UNIVERSITY, INDIA

WHEREAS Florida Atlantic University (hereafter FAU) headquartered in Boca Raton, Florida, USA, acting by and through the Florida Atlantic University Board of Trustees, wishes to increase the international educational opportunities of its students and faculty; and

WHEREAS Nirma University (NU) a duly registered non-profit education institution organized and existing under the laws of India in Ahmedabad, Gujarat wishes to increase the International educational opportunities of its students; and

WHEREAS representatives of both institutions have held discussions which have established the desirability of renewing and strengthening the bonds between both academic communities.

Now, therefore, in recognition of mutual commitments made in the articulation of this agreement, the parties agree as follows:

#### ADMISSION OF NU STUDENTS AT FAU

#### 1.0 Undergraduate Degree Seeking Students (2+2 Plan)

- 1.1 FAU agrees to allow the admission of qualified undergraduate students from NU for a bachelor's degree from FAU in the College of Engineering and Computer Science (CECS), subject to the limits of Sections 1-6 herein. FAU will provide NU with all information and application packet materials needed to advertise this study opportunity. NU students applying must adhere to all FAU admissions standards and CECS standards. A minimum FAU GPA of 2.5 or its equivalent is required, and students must present an official transcript showing the completion of the equivalent of 60 semester credits (FAU credit standard) of appropriate course work that can be used towards the FAU CECS degree. In order to earn a bachelor's degree from FAU CECS, NU students must then complete a minimum of 60 credits of approved course work in residence at FAU.
- 1.2 NU will recruit and nominate candidates to attend FAU who will meet the admission requirements. NU will send the FAU Office of International Programs a complete packet and necessary application fees with all nominated student application materials for the upcoming academic year. OIP will review all files with the CECS and the FAU Office of Admissions for completeness and admission criteria, and complete the application and admission process in coordination with the accepted cooperative students. FAU will confirm accepted enrollments with NU.
- 1.3 NU students applying to FAU must submit official TOEFL or IELTS scores for admission. The files will include a professional transcript evaluation by a member of the National Association of Credential Evaluation Services (NACES), which is a NU student personal expense.
- 1.4 NU may send up to 10 new students per year. FAU and CECS has the final approval on acceptance of the incoming students and the courses of study to be taken. FAU may restrict the numbers of students admitted in any given year based on space available. If the number of students coming to FAU exceeds the agreed upon level of 10 new students each year, the number can be mutually increased by an exchange of letters by the agreement coordinators.

#### 2.0 Registration

All NU students must register at FAU each semester as a full time student and must maintain good academic standing pursuant to FAU at all times. Students may enroll for summer courses if appropriate. It will normally take a student two academic years (24 months) to complete a 60 credit course sequence and graduate. An additional 12 months only (for a total of 36 months) may be allowed to complete their studies.

#### 3.0 Tuition

All NU students studying at FAU under the cooperation agreement will enroll and pay tuition at FAU at the non-resident rate. Minor administrative fees may also be charged by FAU and will be the responsibility of the student. These fees include at a minimum the OIP cooperative agreement fee (includes the FAU admission fee), semester transportation fees, and the university identity card fee. The anticipated costs of these and other student administrative fees will be provided to the prospective students in a timely manner in advance of their arrival at FAU.

#### 4.0 Costs for Housing, Food and Travel

All NU students will be responsible for their own housing, food, books, and travel while traveling to and in residence at FAU. FAU will provide reasonable assistance to participants in obtaining housing to the extent possible.

#### 5.0 Health Insurance

FAU requires incoming international students to purchase the university mandated health insurance; the costs of this insurance shall be the sole responsibility of the students. The requirements of FAU's mandatory health insurance will be provided to the prospective incoming students in advance of the start of the program.

#### 6.0 Immigration Policies and Study Visas.

Students must meet all academic and financial responsibility requirements established by FAU in accordance with U.S. Department of State and U.S. Department of Homeland Security requirements in order to obtain the Form I-20 (Certificate of Eligibility for the F-1 non-immigrant visa). Once FAU issues the form I-20, the NU student is responsible for obtaining the F-1 visa in a timely manner to enroll at FAU.

#### RESEARCH AND GRADUATE STUDIES AT FAU

## 7.0 Summer Research Program at FAU (J-1 Student Interns

7.1 FAU CECS may establish an annual summer research program (SRP) for NU students on a topic to be agreed upon by FAU CECS and NU. FAU CECS will outline the details of any summer program in a separate addendum, which will be agreed upon each year that a summer program is developed and signed by both parties, covering such issues as: a) topic of research, b) schedule of SRP activities by week, c) dates and length of program, d) FAU CECS SRP faculty leader and other associated faculty, e) housing and other program costs, and f) total cost of SRP to FAU CECS and to students attending.

7.2 NU agrees to provide full funding for the costs of the summer research program, as quoted in the SRP addendum, and the travel, lodging and meals costs of all NU attendees. NU may charge NU students necessary fees for this purpose. NU will share with FAU the final fee structure for the SRP, which will include all costs charged to students for FAU services and any NU services provided to NU students prior to the SRP.

- 7.3 Any NU students on a J-1 intern visa who enrolls for an optional credit course at FAU will pay full nonresident tuition and fees.
- 7.4 NU students must comply with all provisions of the J-1 student intern category and other FAU policies during their participation in the SRP. FAU agrees to provide NU students with the appropriate documentation in order to apply for their non-immigrant visas. However, it is the student's responsibility to inquire about visa application procedures at the U.S. embassy/consulate and obtain the J-1 student intern visa and all other necessary documentation prior to participation in the SRP.

## 8.0 Post Graduate and Faculty Research Activities at FAU (J-1 Student Interns)

- 8.1 NU post baccalaureate graduate students and NU faculty who are working on their doctoral dissertations may apply to spend a period of time at FAU (between one month and 12 months) as a visiting research scholar.
- 8.2 FAU CECS will attempt to match NU applicants with a FAU CECS faculty mentor and advisor for their time at FAU.
- 8.3 FAU CESC will notify NU when a match can be made and what fees and costs may be associated with such a placement. NU agrees to compensate FAU CECS for all such costs.
- 8.4 NU researchers in this category are otherwise fully responsible for all costs associated with their visas, international travel, lodging and food while at FAU.
- 8.5 NU post baccalaureate graduate students and NU faculty must comply with all provisions of the J-1 student intern category and other FAU policies during their participation in the SRP. FAU agrees to provide NU students with the appropriate documentation in order to apply for their non-immigrant visas. However, it is the student's responsibility to inquire about visa application procedures at the U.S. embassy/consulate and obtain the J-1 student intern visa and all other necessary documentation prior to participation in the SRP.

#### OTHER COOPERATIVE ACTIVITIES

9.0 Other Activities. FAU and NU may continue to explore new areas of mutual cooperation to enhance the development of this agreement, including such possibilities as joint faculty research, visiting scholar exchange, faculty teaching exchange, joint workshops, and conferences. Future activities shall be fully articulated in writing as a supplement to this agreement signed by each institution's responsible party or in an amended version of this agreement.

#### **GENERAL PROVISIONS**

#### 10.0 Non-Discrimination

The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

#### 11.0 Relationship of Parties

This agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent contractors. With respect to employee compensation for services provided in

connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

# 12.0 Agreement Coordination and Emergency Contact Information

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for FAU will be Dr. Catherine Meschievitz, Director of the Office of International Programs, who will work closely with Dr. Maria Petrie, Office of International Affairs in CECS. The initial coordinator for NU will be Dr. Mehul Naik, Assistant Professor, Electronics and Communications Department, Institute of Technology, NU. Parties agree that each coordinator will collect and distribute to the other, as requested and as reasonably appropriate, information about the faculty, facilities, research, publications, library materials and educational resources at the respective institutions. The parties also agree that each will provide an emergency contact number, which is available 24 hours per day, 7 days a week, for emergencies that might arise under the operation of this agreement (see section 21).

#### 13.0 SACS Accreditation

FAU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS) to award associates, bachelors, masters and doctoral degrees. NU is accredited by National Accreditation and Assessment Council, and a recognized institution for engineering training and education. NU is not accredited by SACS and the accreditation of FAU does not transfer to, extend to, or include NU and its students by virtue of this agreement. FAU will abide by and follow the policies and procedures of SACS in carrying out this agreement. Both institutions will abide by and follow the policies and procedures of each other's accreditation bodies in carrying out this agreement and agrees to provide timely access to its premises, faculty, students, staff, and records when such access is requested by any of the accreditation agencies for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated by this agreement.

#### 14.0 Logos, Trademarks, Diplomas, Certificate and Other Documents

Neither the name of FAU or NU nor the signature of its officials shall appear on the diplomas, certificates, and other such documents which might be produced by the other institution without the written permission of the coordinator for the institution whose name is being invoked.

#### 15.0 Period of Agreement, Renewal and Termination

- 15.1 This agreement once signed by both parties will extend for six years. Either party may terminate this Agreement for any reason by providing at least ninety (90) days written notice to the other party. Any students participating in the cooperative agreement program at the time of the termination shall be allowed to complete the relevant program with such period of completion not to exceed two years.
  - 15.2. This agreement may be renewed by mutual written agreement of both parties.
- 15.3 Subject to clause 15.4, either party may terminate this Agreement for any reason by providing at least 90 days written notice to the other party. Any students participating or nominated to participate in a summer intern program or an exchange program at the time of the termination shall be allowed to complete the relevant program with such period of completion not to exceed one year.
- 15.4 Except in the case of a breach that results in a notice of termination by a party under clause 15.5, if a party intends to terminate the agreement at the point in which there is a state of imbalance in the number of students in the student exchange as described in Section 2, the university having hosted the larger number of students may continue to send students to the

other institution until the imbalance is rectified, as long as this takes no more than one year unless otherwise agreed by the parties.

15.5 A party may terminate this agreement immediately by giving written notice if the other party breaches this agreement and: (a) fails to remedy the breach within 14 days of receiving notice of the breach and requiring it to be remedied; or (b) the breach is not capable of remedy. However, any students participating or nominated to participate in an exchange program or study abroad program at the time of the termination, shall be allowed to complete the relevant program, with such period of completion not to exceed one year.

15.6 Both parties may cancel this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials, pertaining to the activities contemplated by this agreement, subject to applicable laws.

#### 16.0 <u>Use of Institutions' Names: Advertising and Publicity</u>

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution. Any advertising or other promotional material or language promoting the FAU cooperation agreement with NU must be approved in advance in writing by the FAU and NU coordinators and any other appropriate FAU and NU officials. Upon request, both NU and FAU agree to submit any proposed language relating to the existence of, or any program arising out of, this agreement to the other party for written approval prior to publication or use.

#### 17.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

#### 18.0 Rules and Legislation of the Host Institution and Confidentiality

Each co-op student will be subject to the rules and regulations and policies of the FAU during the period of his or her visit. Both parties agree to maintain the confidentiality of student records to the maximum required by law.

#### 19.0 Non-Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

#### 20.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida with respect to FAU and the laws of India with respect to PESU; provided, however that the conduct of any co-op students while engaged at FAU shall be governed by the laws and regulations of the USA, the State of Florida, and FAU and any such laws and regulations of the home institution that may apply to them. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

#### 21.0 Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U. S. Postal Service or certified or

express mail, or other expedited mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows:

FLORIDA ATLANTIC UNIVERSITY
Catherine S. Meschievitz, Ph.D., Director,
Office of International Programs
777 Glades Road
Boca Raton, FL 33431
Phone: 561-297-3282
Fax: 561-297-2850

E-Mail: cmeschie@fau.edu

Emergency Contacts and After Hours Numbers: 561-297-3500 FAU Police

NIRMA UNIVERSITY
Dr. Anup Singh, Director General
Sarkhej-Gandhinagar Highway
Chandlodia, Gota,
Ahmedabad, Gujarat382 481
India

Phone: 91 2717 241911 15

Fax: +91 2717 241-916 or 241-917

Email: dg@nirmauni.ac.in

Emergency Contacts and After Hours Numbers:

or to such other addresses as may be hereafter designated by written notice.

#### 22.0 Amendments

Amendments and modifications to the terms and conditions of this agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications.

#### 23.0 Budgetary Considerations

The fulfillment of this agreement shall be subjected to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

#### 24.0 Severability

The provisions of this agreement are severable, and if any provision of this agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

#### 25.0 Counterparts

This agreement may be executed in one or more counterparts, all of which together shall constitute one (1) agreement.

#### 26.0 Authorization

Each party represents and warrants that it is duly authorized to enter into this agreement on behalf of itself and its affiliates, and that this agreement shall not conflict with, or cause it to be in breach of, any other agreements or obligations such party might have.

#### 27.0 Entire Agreement

This agreement, including any exhibits referenced herein, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

By:

(Signature)

Name: br. John Kelly Title: President

Date: 5 19 16

NIRMA UNIVERSITY

Ву: \_

(Signature)

Name: Dr. Anup Singh Title: Director General

Date: 88 5 16

Approved as to Form
and Legality
General Counsel
Florida Atlantic University

# ADDENDUM TO THE AGREEMENT OF COOPERATION BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND NIRMA UNIVERSITY, INDIA

This addendum provides details for the J-1 Student Intern research program described in Sections 7.0 and 8.0 of the Cooperation Agreement between Florida Atlantic University (FAU) Board of Trustees and Nirma University India (NU) signed on May 2016. The addendum covers the remaining period of this agreement.

# J-1 Student Intern Program at FAU

The FAU College of Engineering and Computer Science (COECS) offers a J-1 Student Intern program for NU students. During this program, the students are expected to conduct research under the supervision of a faculty in the COECS at FAU.

#### a) Topics of Research

FAU offers topics of research under the following general areas: Bioengineering, Civil and Environmental Engineering, Computer Science, Computer Engineering, Electrical Engineering, Geomatics Engineering, Mechanical Engineering, and Ocean Engineering. For each prospective student, the NU Internship Contact will send to the FAU COECS Office of the Dean (email <a href="mailto:intl@eng.fau.edu">intl@eng.fau.edu</a>) the "Nirma Student Intern Application" (see Appendix A), transcripts, and the CV, at least 90 days before the internship start date. The list of FAU COECS Faculty and their research interest areas can be found at <a href="http://publications.eng.fau.edu/facultyexpertise/">http://publications.eng.fau.edu/facultyexpertise/</a>. The FAU COECS Office of the Dean will discuss with the departmental chairs and faculty and propose the internship topic and supervising faculty. The NU Internship Contact discusses with the NU student and informs the FAU COECS contacts whether the offer was accepted.

#### b) Application process

Students will have to apply to the COECS and be accepted for an internship with an assigned advisor prior to submitting the J-1 visa request forms. The internship application must be submitted at least 90 days prior to the desired internship start date.

#### c) Schedule of Internship Activities

Upon arrival at FAU, the NU interns report to the FAU International Services (IS) office, and then the FAU COECS Office of the Dean for orientation, processing of ID and insurance, and tour of campus, library, housing and research facilities. During the first week at FAU, each intern will receive an FAU ID number and card (OWL Card) and FAU email account that permits them access to the library and computer facilities. They will meet their assigned FAU Faculty Research Supervisor to begin the research activity. During the last week of the internship, the students will prepare poster presentations of the results of their research

and present it to the faculty supervisors, fellow interns, and guests. Each intern will be asked to evaluate the J-1 Student Intern program at the conclusion of the internship.

#### d) Length of Program

The length of the Student Intern program will be agreed upon by both parties by signing the "Nirma Student Intern Application" document (see Appendix A), and it is expected to last less than three months. Student internship programs spanning more than three months will be evaluated and approved on a case by case basis. Priority will be given to student interns that intend to continue their graduate studies (e.g. MS or PhD degree) in the COECS at FAU.

#### e) Costs per student

## U.S. Government Mandatory Fees – estimated \$380

After receiving the DS-2019 form and before applying for the visa, students are responsible for completing the J-1 visa application process and for covering their own expenses pertaining to applying for and obtaining the J-1 visa. Students need to check with the specific Consular Post where they plan to apply for their visas to confirm if there are any additional fees and confirm the following costs:

- \$ 220 SEVIS I-900 Fee (required by US Department of Homeland Security; intern must show proof at the visa interview that this has already been paid. See <a href="https://www.ice.gov/sevis/i901">https://www.ice.gov/sevis/i901</a>)
- \$160 J-1 visa application fee (required by U.S. Department of State; paid by the scholar when they apply for their J-1 visa). <a href="https://travel.state.gov/content/travel/en/us-visas/study.html">https://travel.state.gov/content/travel/en/us-visas/study/exchange.html#fees</a>

#### FAU Mandatory Research Program Fee: \$2,000 USD.

This fee includes FAU-related costs to be collected prior to the issuance of the Form DS-2019 (Certificate of Eligibility for the J-1 non-immigrant visa). Payment instructions will be sent to the student after the internship application is approved, and after the DS-2019 request packet is received. If student applies for the visa and the visa is denied, a refund (excluding the cost of the background check) will be issued to the student.

- International Processing Fee \$100
   The FAU Office of Immigration Services and Compliance charges an International Processing Fee that covers document preparation, pre-arrival support, and orientation costs
   Background Check: varies (amount varies; range is usually between \$67 and \$200)
   The FAU Department hosting the intern pays an external agency to conduct the Background Check required for all Visiting Scholars and Visiting Interns. The cost varies depending on country of citizenship, field of study, and other factors. We estimate from our experience that the
- Background Check will cost between \$67 and \$200 per student.
   FAU Department Summer Research Program overhead fee: \$1285

The Interns will not be enrolled in a course, so there is no tuition fee (currently \$1025 per credit); instead, the Department charges a flat overhead fee per student.

FAU Faculty Supervisor Honorarium: \$500

Professors are not under general contract during the summer, so the Department charges a \$500 fee per student to cover an honorarium to the faculty research supervisor.

FAU OWL Card: \$15

All FAU faculty, students, staff, as well as Visiting Interns must be issued an FAU Identification Card upon arrival, called an OWL Card. The OWL Card contains the name, photo, ID number and can be used as an ID to access facilities, such as the research laboratories, computer laboratories, library and recreational facilities, as well as an on-campus credit card to purchase meals, or make copies. The OWL Card is obtained at the OWL Card Center in the Student Union, Room 172.

Mandatory Medical Insurance: estimated \$120 per month (not included in the above fee; student will coordinate Insurance compliance and payment through the Office of Immigration Services and Compliance)

All Visiting Interns must purchase medical insurance prior to or upon arrival. The cost for purchasing the recommended official FAU insurance plan upon arrival is \$119 per month. See http://www.lnsuranceforstudents.com/insurance-plans/year/schools/details?s=9&I=242

#### f) Estimated Total Cost for Attending the Student Intern Program

The table below shows summarized costs per Student Intern.

ITEM	Estimated cost for Student Intern Program
FAU Research Program Fee	\$2000
Medical Insurance (estimated for a period of three	\$360*
months)	
Visa and SEVIS Fees	\$380*

<sup>\*</sup>Subject to change

g) FAU will provide the necessary information to NU students to obtain the required visa documents and to prepare for entering the U.S. as student intern under the J-1 Exchange Visitor Visa classification.

### h) The persons responsible in the respective offices are:

**Collaboration Agreement and Addendum** 

Dr. Mihaela Cardei, Professor and Associate Dean for Graduate Studies,

Email: mcardei@fau.edu

Tel: +1 561 297-3459, Office EE96-308N

Dr. Mihaela Metianu, FAU Executive Director, Center for Global Engagement

Email: mmetianu@fau.edu,

Tel: +1 561 297-3049 Center office, +1 561 297-3048 direct, +1 (561) 297-2446 fax

J-1 Visa Handling

Ms. Adriana Chow-Ellison, Director of Immigration Services and Compliance

Email: achowel1@fau.edu.

Tel: +1 561 297-2743

Dr. Mihaela Metianu, FAU Executive Director, Center for Global Engagement

Email: mmetianu@fau.edu,

Tel: +1 561 297-3049 Center office, +1 561 297-3048 direct, +1 (561) 297-2446 fax

- Internships Advisor pairings and Documentation processing
  - o Dr. Mihaela Cardei

Professor and Associate Dean for Graduate Studies,

Email: mcardei@fau.edu

Tel: +1 561 297-3459, Office EE96-308N

o Ms. Sylvanna Fahnestock, Assistant Director, COECS Office of the Dean

Email: perezs@fau.edu Tel: +1 561 297-2492

Dr. Mehul R Naik, NU Internship Contact and NU Emergency Contact

Email: mehul.naik@nirmauni.ac.in

Tel: +91 (2717) 241911 to 15 x 421, +91 (94294) 53458 cell, +91 (79) 2674-6274 home

- Mailing addresses for all documentation
  - o FAU: Dr. Mihaela Cardei

College of Engineering and Computer Science

Florida Atlantic University

777 Glades Road, EE308N

Boca Raton, Florida 33431-0991

o NU: Prof. Mehul R. Naik

**Electronics & Communication Engineering Department** 

NIRMA UNIVERSITY

Sarkhej-Gandhinagar Highway

Ahmedabad -382 481, Gujarat, India

### **Authorized Signatures**

FLORIDA ATLANTIC UNIVERSITY

**NIRMA UNIVERSITY** 

Stella Batalama, Ph.D.

Date

Dean, College of Engineering and Computer

Science

Mahul R. Naih 18 July 2019

Russ Ivy, Ph.D.

Date

Senior Associate Provost for Academic Affairs

# ADDENDUM TO THE AGREEMENT OF COOPERATION BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND NIRMA UNIVERSITY, INDIA

This addendum provides details for the J-1 Student Intern research program described in Sections 7.0 and 8.0 of the Cooperation Agreement between Florida Atlantic University (FAU) ("FAU" or "Host Institution") Board of Trustees and Nirma University India (NU) signed on May 2016. The addendum covers the remaining period of this agreement.

#### J-1 Student Intern Program at FAU

The FAU College of Engineering and Computer Science (COECS) offers a J-1 Student Intern program for NU students ("Interns"). During this program, the students are expected to conduct research under the supervision of a faculty in the COECS at FAU. The Interns participating in this program are only students at NU, and are not registered or enrolled students at FAU.

#### a) Topics of Research

FAU offers topics of research under the following general areas: Bioengineering, Civil and Environmental Engineering, Computer Science, Computer Engineering, Electrical Engineering, Geomatics Engineering, Mechanical Engineering, and Ocean Engineering. For each prospective student, the NU Internship Contact will send to the FAU COECS Office of the Dean (email <a href="mailto:intl@eng.fau.edu">intl@eng.fau.edu</a>) the "Nirma Intern Application" (see Appendix A), transcripts, and the CV, at least 90 days before the internship start date. The list of FAU COECS Faculty and their research interest areas can be found at <a href="http://publications.eng.fau.edu/facultyexpertise">http://publications.eng.fau.edu/facultyexpertise</a>. The FAU COECS Office of the Dean will discuss with the departmental chairs and faculty and propose the internship topic and supervising faculty. The NU Internship Contact will discuss the proposed internship topic and supervising faculty with the NU student and inform the FAU COECS contacts on whether the proposal is agreeable.

b) Application process: students will have to apply to the COECS and be accepted for an internship with an assigned supervising faculty prior to submitting the J-1 visa request forms. The internship application must be submitted at least 90 days prior to the desired internship start date.

#### b) Schedule of Internship Activities

Upon arrival at FAU, the NU interns report to the FAU International Services (IS) office. The interns will also attend orientation with the FAU COECS Office of the, will handle processing of ID and insurance, and attend a tour of campus, which will include the library, housing and research

facilities. During the first week at FAU, each intern will receive an FAU ID number and FAU ID Card (OWL Card) and FAU email account that permits them access to the library and computer facilities. They will meet their assigned FAU Faculty Research Supervisor to begin the research activity. During the last week of the internship, the students will prepare poster presentations of the results of their research and present it to the faculty supervisors, fellow interns, and guests. Each intern will be asked to evaluate the J-1 Student Intern program at the conclusion of the internship.

#### c) Length of Program

The length of the Student Intern program will be agreed upon by both parties by signing the "Nirma Intern Application" document (see Appendix A), but will typically not exceed three months. Proposed student internship programs required a duration of more than three months will be evaluated and approved by the faculty supervisor on a case by case basis. Priority will be given to student interns that intend to continue their graduate studies (e.g. MS or PhD degree) in the COECS at FAU.

#### d) Costs per student

#### U.S. Government Mandatory Fees – estimated \$380

After receiving the DS-2019 form and before applying for the visa, students are responsible for completing the J-1 visa application process and for covering their own expenses pertaining to applying for and obtaining the J-1 visa. Students need to check with the specific Consular Post where they plan to apply for their visas to confirm if there are any additional fees and confirm the following costs:

- \$ 220 SEVIS I-900 Fee (required by US Department of Homeland Security; intern must show proof at the visa interview that this has already been paid. See <a href="https://www.ice.gov/sevis/i901">https://www.ice.gov/sevis/i901</a>)
- \$160 J-1 visa application fee (required by U.S. Department of State; paid by the scholar when they apply for their J-1 visa).

https://travel.state.gov/content/travel/en/us-visas/study.html
https://travel.state.gov/content/travel/en/us-visas/study/exchange.html#fees

#### FAU Mandatory Research Program Fee: \$2,000 USD.

This fee includes FAU-related costs to be collected prior to the issuance of the Form DS-2019 (Certificate of Eligibility for the J-1 non-immigrant visa). Payment instructions will be sent to the student after the internship application is approved, and after the DS-2019 request packet is

received. If student applies for the visa and the visa is denied, a refund (excluding the cost of the background check) will be issued to the student. This fee includes the following:

- International Processing Fee \$100 The FAU Office of Immigration Services and Compliance charges an International Processing Fee that covers document preparation, prearrival support, and orientation costs
- Background Check: varies (amount varies; range is usually between \$67 and \$200)

  The FAU Department hosting the intern pays an external agency to conduct the Background Check required for all Visiting Scholars and Visiting Interns. The cost varies depending on country of citizenship, field of study, and other factors. We estimate from our experience that the Background Check will cost between \$67 and \$200 per student.
- FAU Department Summer Research Program overhead fee: \$1285

  The interns will not be enrolled in a course, so there is no tuition fee (currently \$1025 per credit); instead, the Department charges a flat overhead fee per student.
- FAU Faculty Supervisor Honorarium: \$500

  Professors are not under general contract during the summer, so the Department charges a \$500 fee per student to cover an honorarium to the faculty research supervisor.
- FAU OWL Card: \$15

All FAU faculty, students, staff, as well as Visiting Interns must be issued an FAU Identification Card upon arrival, called an OWL Card. The OWL Card contains the name, photo, ID number and can be used as an ID to access facilities, such as the research laboratories, computer laboratories, library and recreational facilities, as well as an oncampus credit card to purchase meals, or make copies. The OWL Card is obtained at the OWL Card Center in the Student Union, Room 172.

Mandatory Medical Insurance: Under the regulations of the United States Department of State, all individuals who receive a Form DS-2019 (J visa document) and enter the U.S. in J-1 exchange visitor status will be required to have medical insurance to cover themselves and any accompanying J-2 dependents for the entire duration of their programs [22 CFR 62.14]. The estimated cost is \$120 per month (not included in the above fee). The internwill coordinate insurance compliance and payment through the Office of Immigration Services and Compliance).

#### e) Estimated Total Cost for Attending the Student Intern Program

The table below shows summarized costs per Student Intern.

ITEM	Estimated cost for
	Student Intern Program
FAU Research Program Fee	\$2000
Medical Insurance (estimated for a period of three months)	\$360*
Visa and SEVIS Fees	\$380*

<sup>\*</sup>Subject to change

f) FAU will provide the necessary information to NU students to obtain the required visa documents and to prepare for entering the U.S. as student intern under the J-1 Exchange Visitor Visa classification.

#### **GENERAL INTERNSHIP REQUIREMENTS**

#### Host Organization (FAU) Responsibilities:

- 1. To treat the internship as a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting:
  - (a) It must not be simply to advance the operations of the employer or be the work that a regular employee would routinely perform.
  - (b) The skills or knowledge learned must be transferable to other employment settings.
  - (c) The experience has a defined beginning and end, and a job description with desired qualifications.
  - (d) There are clearly defined learning objectives/goals related to the professional goals of the student's academic coursework.
  - (e) There is supervision by a professional with expertise and educational and/or professional background in the field of the experience. (f) There is routine feedback by the experienced supervisor.
  - (f) There are resources, equipment, and facilities provided by the host employer that support learning objectives/goals.
- 2. To assign tasks that are suitable for academic experiential learning and compliant with J-1 student intern visa requirements. Clerical responsibilities must not exceed 20% of the intern assignments.

- 3. To verify that the internship is not a permanent position.
- 4. To have a defined internship description of student's responsibilities and expectations, objectives, and outcomes, start/end date, paid/unpaid and salary information
- 5. To conduct regular supervisory and/or mentor meetings with the intern.
- 6. To conduct an orientation with the intern, including philosophy, industry of operation, competitors/other providers, company policies, and work safety policies.

#### **Student Responsibilities**

- 7. To comply with all FAU Regulations and Policies.
- 8. To comply with J-1 student intern visa requirements, including mandatory insurance requirements.

#### **General Provisions**

#### 9. Non-Discrimination

The parties agree to comply with all federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

#### 10. Relationship of Parties

This agreement shall not be construed to create a relationship of parties, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

#### 11. Logos, Trademarks, Diplomas, Certificate and Other Documents

Neither the name, logo or trademark of FAU or Advanced Technologies nor the signature of their officials shall appear on the diplomas, certificates, on other such documents which might be produced by the other institution without the written permission of the coordinator and/or other appropriate officials of the institution, whose name is being invoked.

#### 12. Period of Agreement

This addendum, once executed, will remain in effect for the duration of the original Cooperation Agreement between FAU and Nirma, executed by the parties on May 22, 2016.

#### 13. Use of Institutions' Names: Advertising and Publicity

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution. Any advertising or other promotional material or language promoting this cooperation agreement must be approved in advance in writing by the coordinators and any other appropriate institution officials.

#### 14.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

#### 15.0 Rules and Legislation of the Host Institution and Confidentiality

Each Intern will be subject to the rules and regulations and policies of the host institution during the period of his or her visit.

#### 22.0 Non -Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

#### 23.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida with respect to FAU, and the conduct of any program participants while engaged at the host institution shall be governed by the laws and regulations of the host institution and any such laws and regulations of the home institution that may apply to them. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

24.0 <u>Intellectual property rights</u> This Agreement does not affect the institutions' or the student's ownership to any intellectual property and does not constitute or give rise to any transfer of ownership or user rights, unless specifically otherwise agreed in writing in connection with a program or a course. Intellectual Property shall be governed by Florida Atlantic University Division of Research Policy 10.6.

#### **RESPONSIBLE INDIVIDUALS**

#### **Collaboration Agreement and Addendum**

Dr. Mihaela Cardei, Professor and Associate Dean for Graduate Studies,

Email: mcardei@fau.edu

Tel: +1 561 297-3459, Office EE96-308N

Dr. Mihaela Metianu, FAU Executive Director, Center for Global Engagement

Email: mmetianu@fau.edu,

Tel: +1 561 297-3049 Center office, +1 561 297-3048 direct, +1 (561) 297-2446 fax

#### J-1 Visa Handling

Ms. Adriana Chow-Ellison, Director of Immigration Services and Compliance

Email: achowell @fau.edu, Tel: +1 561 297-2743

Dr. Mihaela Metianu, FAU Executive Director, Center for Global Engagement

Email: mmetianu@fau.edu, el: +1 561 297-3049 Center office, +1 561 297-3048 direct

#### Internships - Advisor pairings and Documentation processing

Dr. Mihaela Cardei, Professor and Associate Dean for Graduate Studies,

Email: mcardei@fau.edu, Tel: +1 561 297-3459, Office EE96-308N

Ms. Sylvanna Fahnestock, Assistant Director, COECS Office of the Dean

Email: perezs@fau.edu, Tel: +1 561 297-2492

Mr. Mehul Naik, NU Internship Contact and NU Emergency Contact

Email: mehul.naik@nirmauni.ac.in

Tel: +91 (2717) 241911 to 15 x 421, +91 (94292) 53458 cell,

+91 (79) 2674-6274 home

Dr. Harish Dalal, NU Internship Contact,

Email: harish.dalal@nirmauni.ac.in

Tel: +91 9687332120

#### Mailing addresses for all documentation

FAU: Dr. Mihaela Cardei

College of Engineering and Computer Science

Florida Atlantic University

777 Glades Road, EE308N

Boca Raton, Florida 33431-0991

NU: Prof. Mehul R. Naik

Electronics & Communication Engineering Department

NIRMA UNIVERSITY

Sarkhej-Gandhinagar Highway

Ahmedabad -382 481, Gujarat, India

#### **Authorized Signatures**

#### FLORIDA ATLANTIC UNIVERSITY

#### **NIRMA UNIVERSITY**

Stella	Batalama,	Ph D
Stella	Dataiailla,	PII.D.

Doto

Dr. Anup K. Singh, Director General

Date

Dean, College of Engineering and Computer Science

Russell Ivy, Ph.D.

Date

Dr. Mehul Naik, Head, IR

Date

Approved as to Form and Legality
General Counsel

Florida Atlantic University

Senior Associate Provost for Academic Affairs

RCVD:
AUG 2 9 2019

OF THE PROVOS



#### NIRMA STUDENT INTERN APPLICATION

(This application must be submitted at least 90 days prior to internship start date)

FIRST NAME:			LAST NAME:		
HOME ADDRESS:					
EMAIL ADDRESS:		-111	PHONE NUMI	BER:	THE PARTY OF
DEGREE PROGRAM:					
NIRMA ADVISOR:					
FAU SUPERVISOR:					
INTERNSHIP START DATE:			INTERNSHIP END DATE:		
BRIEF DESCRIPTION OF INTERNSHIP:					
Do you intend to pursue a graduate program in the College of Engineering and Computer Science at FAU?	No	If yes, plea indicate th program a tentative s date (term year):	e Ind tart		

FAU Research Program Fees			
ITEM	Estimated Cost for Student Intern Program		
FAU Research Program Fee	\$2,000		
Medical Insurance (estimated for a			
period of three months)	\$360*		
VISA and SEVIS Fees	\$380*		

<sup>\*</sup>Subject to change

#### PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH THIS APPLICATION

- \* TRANSCRIPTS
- \* CV/RESUME

By signing this application, I confirm that the information provided above is accurate, and that I understand the fees associated with the FAU Student Intern Program.

STUDENT SIGNATURE	
NIRMA ADVISOR SIGNATURE	
FAU SUPERVISOR SIGNATURE	

THE COMPLETED APPLICATION AND SUPPORTING DOCUMENTS SHOULD BE EMAILED TO INTL@ENG.FAU.EDU

# SKYLINE UNIVERSITY COLLEGE UNIVERSITY CITY OF SHARJAH



# كليَّة الأَفق الجامعية الله المارقة المارينة الجامعية في الشارقة





# **MEMORANDUM OF AGREEMENT**

**Between** 

SKYLINE UNIVERSITY COLLEGE (SUC), SHARJAH UAE

And

INSTITUTE OF MANAGEMENT, NIRMA UNIVERSITY, INDIA

# MEMORANDUM OF UNDERSTANDING Between

Skyline University College (SUC), UAE

And

Institute of Management, Nirma University (IMNU), INDIA

#### INTRODUCTION

This Memorandum of Understanding (hereinafter MOU) is being entered into to establish friendship and cooperation in research, education, and culture between educators and students from UAE and INDIA.

- 1. First Party: Skyline University College, Sharjah (SUC) is a private University College (www.skylineuniversity.ac.ae) fully approved and accredited by MOHESR, UAE (www.caa.ae) and is offering Bachelor of Business Administration with majors in Travel & Tourism Management, International Business, Information Systems, Marketing& Retail Management, Finance and Public Administration, and Masters in Business Administration with emphases on Marketing, Finance, HRM and Strategic Management & Leadership and E-Governance.
- 2. Second Party: Institute of Management, Nirma University (IMNU) (www.nirmauni.ac.in/imnu) is one of India's leading universities based in Ahmedabad (Gujarat). The University was established in the year 2003 as a Statutory University under a special act passed by the Gujarat State Legislative Assembly. It is recognized by the University Grants Commission (UGC) under Section 2 (f) of the UGC Act. The University is duly accredited by National Assessment and Accreditation Council (NAAC). The University is a member of Association of Indian Universities (AIU) and the Association of Commonwealth Universities (ACU).

Skyline University College (hereinafter SUC- First Party) and Institute of Management, Nirma University (herein after IMNU - Second Party) will collaborate on the basis of reciprocity, with each of the parties responsible for the efficient implementation of the activities defined in the articles below.

Ar.

Institute of Management, Nirma University
Ahmedabad

#### **COORDINATORS**

The coordinators of both universities, who will serve as points of contact for the execution of this MOU, are:

## 1. Institute of Management, Nirma University (IMNU)

Name: Mr. Indranil Banerji

Designation: Head Corporate Relations

E-mail: indranil@nirmauni.ac.in

Tel: +917930642631

#### 2. Skyline University College

Name: Mr. Muhammad Rasheed Khalid

Designation: Head of Corporate Affairs Office

E-mail: m.khalid@skylineuniversity.ac.ae

Tel: +971-6-5441155 Ext- 7078

In case of a change in coordinator, each university must inform the other of this change as soon as it takes place.

#### ARTICLES

#### Article 1: Areas of Interest

Cooperation between SUC and IMNU will be in area of Business Administration.

The area of cooperation is open to modification or expansion after mutual discussion and agreement.

#### Article 2: Activities and Cooperation

The areas of cooperation are as follows:

#### 1. Faculty Exchange

Both universities may exchange academic faculty and staff for purposes of teaching, conducting or organizing seminars on topics of mutual interest, and collaboration in individual or joint research programs for sharing the knowledge.

The number of faculty members exchanged annually and the specific conditions related to such an exchange will be determined through communication and mutual agreement between both universities. Any individual agreement reached will be appended to this agreement.

Au.

Director ... Haivaroit

Each university will be responsible for the travel, housing, and other expenses of its own faculty. The host institution will assist in locating suitable accommodation for incoming guest faculty whenever possible.

#### 2. Student Exchange

- Students of each university will be encouraged to visit the other to participate in study programs, training and summer programs, and other student activities.
- The length of student exchanges will preferably be one semester (Fall or Spring) or two semesters (Fall and Spring), or any other mutually acceptable duration.
- Students from each university, when applying for admission under this exchange program, will adhere to the application process of the host university. Student selection will be based on meeting the requirements of the courses/programs applied for.
- IMNU requirements for exchange students include: The applicant's academic transcript and a letter of recommendation from the supervisor.
- SUC requirements for exchange students include: The applicant's academic transcript and a letter of recommendation from the advisor / supervisor.
- In case of student transfer, payment of Tuition fees will be decided on a case by case basis. However, students will be responsible for their personal expenses including travel, housing, meals, text books, health insurance, and any other expense.
- Both institutions will assist incoming students to find suitable accommodation during their stay.

#### 3. Collaborative Projects

Collaboration in research, study, joint hosting and organization of seminars, conferences and workshops, and any other academic activities related to the areas mentioned in Article 1 of this agreement, will be encouraged.

#### 4. Scholarships

Scholarships for students of higher studies may be granted by each university to the other after negotiations and/or on a reciprocal basis. Terms and conditions for scholarships, after agreement between both universities will be recorded in writing, signed, and appended to this MOU.

An.

Director Haiversity

#### 5. <u>Information exchange</u>

Exchange of information and best practices in the areas of

- Curriculum development
- o Research
- o Community Engagement
- o Professional Development
- Learning Support Services

#### 6. Conferences

Invitation to attend conferences hosted by either institution. Joint International Research Conference initiative can be taken to share academic values.

#### 7. Program review

Provision of expert opinion on new courses to facilitate the Program review process at the partner institution

#### Article 3: Services

Visiting faculty or students will have access to the same basic services and facilities normally received by faculty and students at the host university including use of the library, web access, and any other convenience that would support and strengthen cooperative activities.

#### Article 4: Financial Arrangements

Any financial arrangement not already stated in the articles above, will be discussed and agreed upon, on a case-by-case basis by both universities, until a mutually acceptable framework is set-up before an academic activity, or faculty or student exchange takes place.

#### Article 5: Modifications and Validity

- Modifications, if necessary, can be made in writing with a notice period of 3 months, after mutual agreement. Such modifications will be appended to this agreement.
- Either party may terminate the MOU with a three month written notification sent by courier. In case of termination, the date of written notice or date of termination will not affect the activities already in progress which will continue unhindered until concluded in accordance with the agreement under which they were initiated. This includes the financial and/or any other arrangements agreed upon at the beginning of the activity.

This MOU becomes valid on the date of signature by both parties and remains valid for 5 years, renewed automatically unless one party informs other party for non-renewal in writing.

Dr. Amitabh Upadhya

Dean Skyline University College, Sharjah UAE

DEAN

Date: August ....., 2016

Director Director I/c Institute of Management, Mirma University IMNU Ahmedabad.

Date: August...29th..., 2016

# Erasmus+ Programme

# Key Action 1 - Mobility for learners and staff Higher Education Staff Mobility

# Inter-institutional<sup>1</sup> agreement 2016-20(21)<sup>2</sup> between institutions from programme and partner countries

## [Minimum requirements]3

The institutions named below agree to cooperate for the exchange of staff in the context of the Erasmus+ programme. They commit to respect the quality requirements of the Erasmus Charter for Higher Education in all aspects of the organisation and management of the mobility by the partner institution. The institutions also commit to sound and transparent management of funds allocated to them through Erasmus+.

#### A. Information about the higher education institutions

Name of the institution	Erasmus code or City	Contact details (email, phone)	Website (eg. of the course catalogue)
Hochschule für Angewandte Wissenschaften Hof – Hof University of Applied Sciences	D HOF01 PIC: 949478002	Jörg Noldin, Erasmus Coordinator  Alfons-Goppel-Platz 1 D-95028 Hof  Phone: +49(0)9281 409 3316  Email: erasmus.programm@hof-university.de	Homepage: www.hof- university.com  Website course catalogue: http://www.hof- university.com/quick- links/module- descriptions.html

<sup>&</sup>lt;sup>1</sup> Inter-institutional agreements can be signed by two or more higher education institutions (HEIs), at least one of them must be located in a Programme Country of Erasmus+.

Higher education institutions have to agree on the period of validity of this agreement.
 Clauses may be added to this template agreement to better reflect the nature of the institutional partnership.

Nirma University, Institute of	Ahmedabad	Sameer Pingle	www.nirmauni.ac.in/im
Management,		Associate Professor	
India		Chairman-OB and HR Area	http://www.nirmauni.a c.in/IMNU/MBAFT
		Institute of Management	
		Nirma University	
v e			
		Phone : 079-30642644	4
		Email:sameer.pingle@nitmauni ac in	· \.

Institutions may agree to cooperate on the organisation of traineeship; in this case they should indicate the number of staff that they intend to send to the partner country. Total duration in months/days of the staff mobility periods or average duration can be indicated if relevant.)

FROM <sup>7</sup> TO <sup>7</sup>	Subject area t area name code *	Number of staff mobility periods			
ode or city of the sending institution]	code or city of the receiving institution]	* [ISCED 2013]		Staff Mobility for Teaching	Staff Mobility for Training
		14 Table 1		[total number of days of the teaching periods or average duration*]	
D HQF01	Nirma University	042	Law	i .	
		041	Business	1	
					1
Nirma University	D HOF01	042	Law	1	
			e e		co.
	1	041	Business	1	
*			;		1

#### C. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the teaching period.

Receiving institution	Optional: Subject area	Main language of	Additional language of instruc-	Recommended language of instruction level <sup>4</sup>
[Erasmus code or city]	,	instruc- tion	tion	Staff Mobility for Teaching [Minimum recommended level: 82]
D HOF01	all	English or German	English	C1
Nirma University	all	English	English	C1

For more details on the language of instruction recommendations, see the course catalogue of each institution [Links provided on the first page].

# D. Respect of fundamental principles and other mobility requirements

The higher education institution(s) located in a **programme country**<sup>5</sup> of Erasmus+ must respect the Erasmus Charter for Higher Education of which it must be a holder. The charter can be found here:

http://eacea.ec.europa.eu/funding/2014/call he charter en.php

The higher education institution(s) located in a partner country of Erasmus+ must respect the following set of principles and requirements:

The higher education institution agrees to:

 Respect in full the principles of non-discrimination and to promote and ensure equal access and opportunities to mobile participants from all backgrounds, in particular disadvantaged or vulnerable groups.

<sup>&</sup>lt;sup>4</sup> See Common European Framework of Reference for Languages

<sup>5</sup> Erasmus) programme countries are the 28 EU commies, the EFTA countries and other European countries as defined in the Call for proposals.

- Apply a selection process that is fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility.
- Ensure recognition for satisfactorily completed activities of staff mobility and, where possible, traineeships of its mobile staff.
- Charge no fees, in the case of credit mobility, to incoming staff for teaching, registration, examinations or access to laboratory and library facilities.

The higher education institution located in a partner country of Erasmus further undertakes to:

#### Before mobility

- Ensure that outbound mobile participants are well prepared for the mobility, including having attained the necessary level of linguistic proficiency.
- Ensure that staff mobility for education or training purposes is based on a a
  mobility agreement for staff validated in advance between the sending and
  receiving institutions or enterprises and the mobile participants.
- Provide assistance related to obtaining visas, when required, for incoming and outbound mobile participants. Costs for visas can be covered with the mobility grants. See the information / visa section for contact details.
- Provide assistance related to obtaining insurance, when required, for incoming and outbound mobile participants. The institution from the Partner country should inform mobile participants of cases in which insurance cover is not automatically provided. See the information / insurance section for contact details.
- Provide guidance to incoming mobile participants in finding accommodation.
   See the information / housing section for contact details.

#### During and after mobility

- Ensure equal academic treatment and services for staff and incoming mobile
  participants and integrate incoming mobile participants into the institution's
  everyday life, and have in place appropriate mentoring and support
  arrangements for mobile participants as well as appropriate linguistic support
  to incoming mobile participants.
- Provide, free-of-charge, incoming mobile staff and their sending institutions
  with transcripts in English or in the language of the sending institution
  containing a full, accurate and timely record of their achievements at the end
  of their mobility period.
- Support the reintegration of mobile participants and give them the opportunity, upon return, to build on their experiences for the benefit of the Institution and their peers.
- Ensure that staff are given recognition for their teaching and training activities undertaken during the mobility period, based on a mobility agreement.

#### E. Any additional requirements

D HOF01: Welcoming and supporting staff with disabilities to Hof University is possible but should be agreed upon case by case to ensure that the needed services are available.

[To be completed if necessary. Other requirements may be agreed on academic or organisational aspects, e.g. the selection criteria for staff; measures for preparing, receiving and integrating mobile staff including cultural preparation before mobility; the recognition tools used]

[Please specify whether the institutions have the infrastructure to welcome staff with disabilities.]

#### F. Information

#### 1. Visa

The sending and receiving institutions will provide assistance, when required, in securing visas for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
D HÖF01	international@hof-university.de	« Survival Guide « -
Nirma University	exe_registrar@nirmauni.ac.in	« Survival Guide « -

#### 2. Insurance

The sending and receiving institutions will provide assistance in obtaining insurance for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided. Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
D HOF01	international@hof-university.de	http://www.hof- university.com/services/student- affairs/insurances.html
Nirma University	exe_registrar@nirmauni.ac.in	« Survival Guide « -

#### 3. Housing

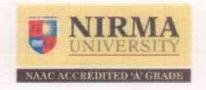
The receiving institution will guide incoming mobile participants in finding accommodation, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following persons and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
D HOF01	international@hof-university.de	http://www.hof- university.com/welcome/living-in- hof/accommodation.html
Nırma University	exe_registrar@nirmauni.ac.in	« Survival Guide « -

# SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or name and	Name, function	Date	Signature
city]			
D HOF01	Prof.Dr. Or., h.c.	26/09/1	
1 K	Jurgen Lehmann	Cololyic	2/1/1/1/
	President	7	Wolf
Nirma University	Prof. (Dr.) Purvi Pokhariyal		Dis Mis Mar
W	Director,	2109.16	Rofinano
	Institute of Law, Nirma University		J. J.
Nirma University	Prof. Dr. M. Mallikarjun		( )
	Director (I/C)	210916	M Melling ?
	Institute of Management		21/9/12/





# MEMORANDUM OF AGREEMENT BETWEEN NIRMA UNIVERSITY AND THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON

This Memorandum of Agreement (the "MoA") establishes a formal mutually rewarding collaborative relationship and academic partnership between Nirma University located at Ahmedabad, India and the State University of New York at Binghamton located at 4400 Vestal Parkway East, Binghamton, New York, United States of America (hereinafter referred to as Binghamton University). The collaboration aims to foster advancement in teaching, research, academic collaboration and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

#### **ARTICLE 1 SCOPE OF COOPERATION**

Both parties agree that through this agreement entered, the intention is to create a specific foundation to encourage exchange and sharing of academic, scientific and cultural experiences amongst their professors, students and administrative personnel. As part of this collaboration, Nirma University and Binghamton University will broadly explore the following avenues for cooperation:

- I. Student and Faculty Exchange
- II. Joint Sponsored Research
- III. Exchange and Sharing of Research and Teaching Materials
- IV. Joint Conferences and Workshops
- V. Twinning Programs (subject to regulations in this respect as prescribed by the UGC/AICTE/Government of India)
- VI. Development of Joint and Dual Degree Programs
- VII. Other Academic Exchanges

The specific terms of collaboration for each initiative implemented under this MoA shall be mutually discussed and agreed upon in writing by both partners prior to the initiation of the particular activity or program. These terms will be attached hereto as an addendum. Each party will designate a Liaison Officer to develop specific activities or initiatives under this MoA for approval of both parties.

#### **ARTICLE 2 INTELLECTUAL PROPERTY**

Both partners agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoA will be worked out on a case-to-case basis, and will be consistent with official policies of both institutions.

#### **ARTICLE 3 ACADEMIC FREEDOM**

Basic principles of academic freedom will be applicable to all educational and research activities undertaken, by or under the direction of, students or faculty who participate in the initiatives contemplated by this MoA.





#### **ARTICLE 4 DURATION, TERMINATION, AND AMENDMENT**

This MoA will be effective from the date of signing by both parties up to a period of five years, and may be subject to extensions by mutual consent. Either party may terminate this MoA by giving six months advance notice in writing.

The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing. The amendment, termination and expiration of this MoA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed between the parties.

#### **ARTICLE 5 USE OF NAME**

Any use of either party's name including any of its programs or logos in advertisements, publications or notices relating in any way to the activities described in this MoA shall be subject to prior written approval of the other party.

#### **ARTICLE 6 CONTACTS**

The below mentioned individuals are representatives of the respective parties responsible for the coordination of this MoA.

Binghamton University
Krishnaswami Srihari
Executive Vice Provost of International Initiatives
and Chief Global Affairs Officer
srihari@binghamton.edu

Nirma University Alka Mahajan Dean – Faculty of Technology director.it@nirmauni.ac.in

This MoA is prepared in two identical copies; each partner will hold one original copy duly signed by authorized representatives of each entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures.

Dr. Anup Singh Director General Nirma University	Harvey G. Stenger, Ph.D. President Binghamton University
**	
Date	Date



STATE UNIVERSITY OF NEW YORK

Dr. Alka Mahajan

Dean - Faculty of Technology Nirma University

Date

Donald G. Nieman, Ph.D.

Executive Vice President for Academic Affairs

and Provost

Binghamton University
9 - 12 - 17

Date

Krishnaswami Srihari, Ph.D.

Executive Vice Provost for International Initiatives and Chief Global Affairs Officer

**Binghamton University** 

9.12,17

Date





## Memorandum of Agreement

#### Between

The State University of New York at Binghamton Binghamton, New York, USA

#### AND

## Nirma University Ahmedabad, Gujarat, India

WHEREAS the State University of New York at Binghamton, New York, USA (Binghamton University) and Nirma University – Ahmedabad, Gujarat, India (Nirma) wish to undertake academic collaboration, offer educational opportunities for their students, and develop and implement faculty and student exchange programs.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- Binghamton University's Thomas J. Watson School of Engineering and Applied Science has developed courses and materials for Master of Science (MS) and Doctoral (PhD) degree programs which are offered at Binghamton University in the following disciplines: Biomedical Engineering; Computer Science; Electrical and Computer Engineering; Industrial & Systems Engineering; Materials Science and Engineering (with an engineering emphasis); Mechanical Engineering; and Systems Science. Each degree program consists of approved graduate course work as prescribed in their respective curricula. Some of the programs may have pre-requisites that need to be satisfied.
- 2. Binghamton University will accept applications from a cohort of students from Nirma into these MS and PhD degree programs using an expedited pre-screening process. Students must have satisfactorily completed a four-year undergraduate degree program, meet the respective criteria established for each program, and follow normal admissions procedures for these programs.



- 3. Students are typically required to take the TOEFL or IELTS, receive a minimum score of 80 on the TOEFL iBT and 6.5 on the IELTS, and have earned a cGPA of at least 7.0 (on a 10-point scale).
- 4. Binghamton University will provide a waiver of the graduate application fee (\$75 per application).
- 5. Nirma students entering this program under the approval and recommendation of Nirma faculty and administrators may have their GRE requirement waived if they already meet the minimum requirements for TOEFL/IELTS and cGPA.
- 6. For Nirma students enrolled in Binghamton University under this MoA, the following special conditions apply:
  - a. Completed applications (this includes all official test scores) must be received by March 15 to facilitate the cohort starting the program that year.
  - b. Students will be eligible to purchase the health insurance coverage that is available for all full-time graduate students at Binghamton University. Students must show proof of adequate health insurance during their enrollment at Binghamton University.
  - c. All other costs (e.g., travel, housing, meals, health insurance, transportation, etc.) are the responsibility of the students.
  - d. Students can sign up for Binghamton University housing on campus and student meal plans subject to their availability.
- 7. The MoA will become effective when both parties have signed this document for a period of five years and may be extended with the mutual consent of both institutions.
- 8. The MoA may be terminated by either party by giving 60 days notice.



## **BINGHAMTON** UNIVERSITY STATE UNIVERSITY OF NEW YORK

On behalf of the State University of New York at Binghamton:

President

Binghamton University

Krishnaswami Srihari, Ph.D. Dean, Thomas J. Watson School of Engineering & Applied Science Binghamton University

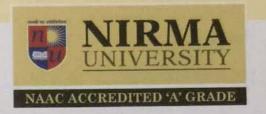
April 4, 2018

On behalf of Nirma University:

Director General Nirma University

Dr. Alka Mahajan Director and Dean Faculty of Technology and Engineering

Nirma University



#### Letter of Intent

Date: 10/8/2017

In addition to the Memorandum of Understanding (MOU) with Wadhwani Operating Foundation (WOF), Nirma University (NU) intend to execute following:

1. Nirma University will explore possibility to offer Minor Specialization in Entrepreneurship as per following:

Semester	Course	Credits	Reference
IV	Best Practices of Entrepreneurship	3	Based on WFNEN# 100
V	Business Opportunity & Customer Validation	3	Based on WFNEN 101
VI	Entrepreneurial Venture Creation	3	Based on WFNEN 102
VII	Business Models - Plan & Execution	3	Based on WFNEN 103
VII	Institute / University Elective	3	Based on ITNU / IMNU existing course

# - WFNEN is the online course module from WOF.

- 2. Evaluation will be done by the faculty of NU.
- 3. NU reserves the right to modify the curriculum.
- 4. NU will provide the certificate to student for the minor specialization as per the regulations of the university. However, WOF can also provide a separate certificate to students on completion of the courses.
- 5. In the case of the termination of the MoU from WOF side for any reason, WOF will provide the sole ownership of the learning material for the courses mentioned in the table to NU so that NU can smoothly continue the operation of the minor specialization program.

Nirma University

Signature:

Name: Dr Anup K. Singh

Designation: Director General

Date: 10/8/2017

Wadhwani Operating Foundation

Signature:

Name:

Designation:

Date:





## Entrepreneurship Development – Institutional Association MOU

This non-binding memorandum of understanding ("MOU") is signed on 10/8/2017 (Effective Date) by and between:

Name:

**Nirma University** 

hereinafter referred to as "Partner Institute" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

Address: Sarkhej-Gandhinagar Highway, Ahmedabad 382481, India

Registered under:

University Grants Commission (UGC) under Section 2 (f) of the UGC Act

And

Wadhwani Operating Foundation, a California nonprofit public benefit corporation, with offices at Four Main Street, Suite 120, Los Altos, CA 94022, hereinafter referred to as "WOF", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

This MOU is non-binding in nature and does not create any legal obligations between the Parties, except for the intellectual property provisions in Section 5, confidentiality provisions in Section 7 and dispute resolution provisions in Section 10. The Partner Institute and WOF agree to work together to systematically develop the entrepreneurship programs described below.

Partner Institute and WOF are hereinafter individually referred to as a "Party" and collectively as the "Parties" as the context may require.

 $Terms\ of\ the\ Entrepreneurship\ Development-Institutional\ Association\ MOU:$ 

1. Objectives:

- Introduce and/or strengthen entrepreneurship education on campus through deployment of a systematic approach to optimizing and increasing the impact of teachers and training programs on entrepreneurship education.
- Provide students with the opportunity to become entrepreneurially skilled and inspired to be entrepreneurs.
- Enable aspiring graduating students who start meaningful ventures by connecting them to mentoring platform and related entrepreneur support systems.

2. Roles of the Parties:

Both Parties commit to sincerely fulfilling their roles and responsibilities to the fullest in order to accomplish their mutual objectives.

Specific responsibilities include:

Wadhwani Operating Foundation Four Main Street, Suite 120. Los Altos, CA 94022



## WOF shall provide the following:

- Entrepreneurship education methodology, curricula and content:
  - eContent for blended classroom learning for students that are facilitated by faculty
  - Guide the setting up of E Cells (student entrepreneurship clubs) to facilitate delivery of practicums that strengthen student experience in entrepreneurship.
- Access to Technology platform to manage the delivery of the blended learning modules and manage student participation on signing of licensing agreement.
- Structure, content and methodology for faculty training as entrepreneurship facilitators and educators for effective blended learning.
- Structure, content and methodology for Student E Leader training (for E Cells).
- Access to Entrepreneur engagement platform E Week.
- Program Advisory service to the entrepreneurship faculty and E Cell leaders.
- Framework for entrepreneurship outcomes and impact assessment measurement.

## Partner Institute shall provide the following:

- Develop/strengthen the institutional mandate for entrepreneurship education and development.
- Mainstream (as required or elective courses) entrepreneurship curricula within the Partner
  Institute for holistic development of students' knowledge, skills and experiences and
  implemented the courses and practicum as prescribed by WOF-NEN.
- IT infrastructure (sufficient bandwidth to provide live and uninterrupted student-device level access in classroom of WOF content) to enable students to learn using modern blended learning methodologies.
- Designate and support required numbers of motivated faculty towards entrepreneurship and provide for their training. Training will be provided by WOF designated Master Trainers. Institutes will have to bear expenses towards attending such training programs, including their proportion of Master trainer expenses.
- Support practicum programs on campus with required faculty supervision including engagement with entrepreneurs and professionals knowledgeable about venture creation.
- Track and share input data (including WOF courses offered, student sign-up, number of faculty teaching courses), output data (including student course consumption), and outcomes information to measure impact (companies started by students each year). WOF will attempt to automate most of this data collection but Institutes would provide data where it cannot be automated or comply to enable automation of data collection.
- Ensure that periodic training is provided for facilitator and educator through trained master trainers and other infrastructure costs related to running the classroom and practicum programs.
- Partner institutes will run the programs offered by WOF, including the online course in entrepreneurship (Curriculum) and the E-cell activities (Practicum). Running the program live in the class-room, using internet connectivity, is a critical requirement of the program. Running the program off-line will amount to a breach of the objectives and terms of the MOU.

WOF reserves the right to modify the MoU, if during the course of this program, it becomes evident that it is imperative to do so for the success of the program. Such communication will be sent via email to the registered email address which will be provided at the time of the registration on the Online Learning Platform.

3. Financial Terms: Each Party will bear the costs of meeting its responsibilities described in Section 2 above and will not owe the other Party any amounts pursuant to this MOU.

Wadhwani Operating Foundation Four Main Street, Suite 120, Los Altos, CA 94022





4. Review Process: Both Parties will review progress of the programs conducted pursuant to the MOU on at least a half-yearly basis. The Head of the Partner Institute will participate in the final review for each year to ensure that the management is fully apprised of the development of the programs. The Partner Institute is expected to track progress and data of students, student entrepreneurs, and entrepreneurs that it works with during the course of this association.

5. Intellectual Property Rights

- "Intellectual Property" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programmes, papers, models, teaching techniques, research projects, databases and instruction manuals.
- Each Party shall retain all rights to its IP and nothing contained in this MOU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP.
- Partner institute will not copy or reproduce in any form, WOF's IP.

6. Representations and Warranties:

Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.

Each Party has all requisite power and authority to enter into this MOU and the execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

7. Confidentiality:

- The Parties acknowledge that during the term of this MOU each Party may obtain confidential and/or proprietary information of the other Party including, but not limited to, financial or business information, contracts and employee details (collectively, "Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of the receiving Party.
- The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party and agrees to undertake reasonable measures to ensure that such is kept confidential and to disclose to its employees, officers, directors or representatives on a need to know basis only.
- The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it has knowledge.

8. Third Party:

- Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party.
- The Parties shall wherever necessary enter into definite written agreements with/without third parties to facilitate the implementation of specific initiatives with the prior written consent of the other Party. Such agreements will be independent and exclusive of this MOU.
- Each Party will promptly notify the other Party of any potential conflict of interest arising from the conduct of activity pursuant to this MOU as soon as it is known by the

Wadhwani Operating Foundation Four Main Street, Suite 120. Los Altos, CA 94022





Party that becomes aware of the potential conflict.

#### 9. Termination:

a) This MOU is for the duration of three (3) years from the date of this MOU. However, either Party may terminate or extend this MOU by providing 60 days' notice in writing to the other Party. In the event that the Partner Institute would like to continue operating under the terms of the MOU because of student enrollment in courses conducted pursuant to this MOU, despite having received notice of termination from WOF, WOF will support the students until the end of the course, on submission of proof that the enrollments took place before the date of the termination notice.

b) If the Partner Institute does not fulfil its responsibilities, WOF will discontinue the program and the Partner Institute shall cease to be a member.

10. Dispute Resolution: If a dispute arises concerning the interpretation or implementation of this MOU the Parties agree to settle amicably by mutual consultation or negotiation and shall observe and comply with all laws, rules, and regulations of each other's country where this MOU is performed.

#### 11. Miscellaneous:

- a) Entire MOU: This MOU constitutes the entire understanding of the Parties with respect to the Project and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.
- Amendment: This MOU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto.
- c) Relationship of Parties: Nothing in this MOU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party have the power or authority to speak for or assume any obligation on behalf of the other Party.
- d) Assignment: Each Party may assign its rights and obligations under this MOU with the prior written consent of the other Party. Notwithstanding the foregoing, WOF shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written consent of the Partner Institute. It is clarified that:
  - The assignment or alienation of any part or whole of the Partner Institute IP or WOF IP shall not be construed to be an assignment of rights or obligations under this MOU; and
  - ii. The delegation of any obligations under this MOU by WOF to any person or entity shall not be construed to be an assignment of rights or obligations under this MOU, so long as WOF remains at all times responsible for its obligations under this MOU.
- e) Indemnity: This MOU does not contemplate or provide for the exchange of any funds between the Parties. Therefore, save and except for fraud, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MOU.
- f) Counterparts: This MOU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and same instrument.

Wadhwani Operating Foundation Four Main Street, Suite 120, Los Altos, CA 94022



- g) Notice: Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.
- 12. Matters Not Covered by the MOU: The WOF brand is upheld not only because of its thought leadership in entrepreneurship and best practices but also for the quality of its content, program management, delivery standards, material, tools, etc. Hence any cobranding, co-certification and marketing association for a program would be subject to quality assessment on a case-by-case basis with individual partners and respective programs. This MOU does not automatically include co-branding, co-certification or marketing of programs operated by the Partner Institute, and discussions regarding such matters would be on a case-by-case basis between the Partner Institute and WOF.

Name of Partner Institute's key Leader & Co-leader (s) to manage the Entrepreneurship Development Affiliation and its deliverables in Annexure 1.

Please note you are required to notify WOF in writing upon making a change at <a href="membership@wfglobal.org">nen-membership@wfglobal.org</a>

WOF Affiliation for your institute during the current year will be managed by the following member of the WOF team. Details in Annexure 1.

We have read the above information and agree that the Partner Institute will engage in the WOF Entrepreneurship Development Affiliation. We understand that this guidance and support will enhance the value of our experience and speed of development in entrepreneurship education.

Partner Institute

Signature:

Name: Dr Anup K. Singh Designation: Director General

Date: 10/8/20 17

**Wadhwani Operating Foundation** 

Signature:

Name: Ajay Kela

**Designation:** Executive Director

Date: Sep 1, 2017

Wadhwani Operating Foundation Four Main Street, Suite 120. Los Altos, CA 94022



#### **ANNEXURE 1**

Name of Partner Institute's key Leader & Co-leader (s) to manage the Entrepreneurship Development Affiliation and its deliverables as follows:

Faculty Leader	Faculty Co-leader	
Name: Dr Mehul R Naik	Name: Ms Rashmika Shah	
Phone: 079-30642421	Phone: 94277-04812	
Email: mehul.naik@nirmauni.ac.in	Email: rashmika.shah@nirmauni.ac.in	
Skype Handle:	Skype Handle:	

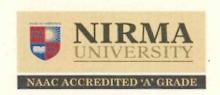
Name of the WOF Affiliation for your institute during the current year will be the following member of the WOF team:

WOF Team member	
Name:	
Phone:	
Email:	
Skype Handle:	



Wadhwani Operating Foundation Four Main Street, Suite 120, Los Altos, CA 94022





#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### **CARLETON UNIVERSITY (Ottawa, Canada)**

#### AND

## NIRMA UNIVERSITY (Ahmedabad, Gujarat, India)

#### ARTICLE I: PREAMBLE

- 1.1 In view of the common interest in the field of higher education, Nirma University having its principal offices at Sarkhej-Gandhinagar Highway, Chandlodia, Gota, Ahmedabad, Gujarat 382481, India and The Board of Governors of Carleton University, having its principal offices at 1125 Colonel by Drive, Ottawa, Ontario, K1S 5B6, desire to explore collaborative opportunities of mutual interest.
- 1.2 The purpose of this Memorandum of Understanding ("MOU") is to outline the Parties' potential collaboration to enhance the international engagement and capabilities of Carleton University and Nirma University.
- 1.3 It is the intent of Nirma University and Carleton University (the "Parties") to enter into discussions between authorized representatives of the Parties to: (i) establish precise academic and financial arrangements and to support, as appropriate, the exchange of personnel between Nirma University and Carleton University and (ii) conduct collaborative research projects to innovate and address challenges identified by both or either party.
- 1.4 The Parties agree that any activity initiated under this MOU shall be contingent upon the execution of appropriate written agreements containing mutually agreeable terms and conditions specific to each activity. Discussions may include but not be limited to student mobility, the exchange of faculty and staff, professional development and joint research Projects, as described herein.

#### ARTICLE II: PURPOSE

2. The purpose of this Memorandum is to facilitate and promote cooperation between Carleton University and Nirma University, with a view to supporting research collaboration, capacity building, professional development training and other forms of academic partnerships.

#### ARTICLE III: IMPLEMENTATION

- 3.1 Recognizing the mutual benefits to be gained through academic cooperation and international understanding, Carleton University and Nirma University hereby enter into this MOU and agree to the following:
- 3.2 Progress of work under each individual program will be reviewed and approved by both Parties.
- 3.3 Final approval of any project will be dependent upon the availability of funding.
- 3.4 The specific details of any project will be set forth in agreements supplemental to the Memorandum, the terms of which will be subject to the mutual approval of both Parties.
- 3.5 Each of Carleton and Nirma University acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will necessarily share personal information of their respective faculty and students taking part in the exchanges contemplated by this MOU. Carleton and the Nirma University mutually covenant and agree that they will treat any such personal information in strict compliance with their local law in that respect, in all ways as if it were the personal information of their own faculty and students.

#### ARTICLE IV: GENERAL CONDITIONS

- 4.1 This MOU shall enter into force upon the date of the last signature below and shall continue for a period of five (5) years, unless terminated earlier by either Party, as provided for in Paragraph 4.4 below.
- 4.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other Party.

- 4.3 This MOU does not restrict, in any manner each Party from collaborating with any other third Parties in the areas specified in this MOU.
- 4.4 Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party. It is anticipated through the separate written agreements for activities that any terms and conditions applicable to each activity shall be consistent with, and give effect to, this MOU.
- 4.5 Each Party shall designate a coordinator to coordinate any activities related to this MOU.
- 4.6 It is expressly understood and agreed upon by the Parties that this MOU is not, and is not intended to be, a binding agreement between the Parties, and no binding agreement will be made unless and until the Parties have negotiated, executed and delivered one or more definitive agreements regarding the subject matter hereof. Nothing contained herein shall commit either Party to grant any rights or perform any specific obligations whatsoever, including but not limited to providing specific services, but merely indicates the Parties' willingness to explore various collaborative opportunities which shall be the subject of separate definitive agreements.

on behalf of Carleton University

On behalf of Nirma University

Dr. Alastair J.S. Summerlee
Interim President and Vice-Chancellor
Carleton University

Dr. Anup Singh
Director General
Nirma University

Date



- FACULDADE DE ARQUITETURA E URBANISMO

SPECIFIC AGREEMENT OF STUDENT'S EXCHANGE WHICH CELEBRATES ON ONE SIDE ESCOLA DA CIDADE - FACULDADE DE ARQUITETURA E URBANISMO THROUGH ASSOCIAÇÃO ESCOLA DA CIDADE - ARQUITETURA E URBANISMO REPRESENTED BY THE PRESIDENT ANÁLIA MARIA MARINHO DE CARVALHO AMORIM AND IN THE OTHER SIDE THE NIRMA UNIVERSITY REPRESENTED BY IT'S DIRECTOR UTPAL SHARMA.

The ESCOLA DA CIDADE - Faculdade de Arquitetura e Urbanismo and the Nirma University

## Agree:

In this part of the agreement is defined the framework and necessary conditions for acknowledgment of studies for student's exchange as described below:

## Article 1: Nature of Student's Exchange

- I. Those students who are enrolled in any of the institutions subscribers of this Agreement, and enjoy good academic performance in engineering and architecture, may be received by another institution subscriber for a predetermined period of study. These students must have attended at least three full years or 180 ECTS university studies.
- II. Any credits earned by the students of **Nirma University** by attending courses at Escola da Cidade will be approved subject to the appropriate approval of the competent authority as per the law of the land.
- III. Grant to all students participating in the exchange program the same rights normally enjoyed by students enrolled in the institution. These students must comply with the rules and regulations of the host institution.

## Article 2: Responsibilities of the Institutions Exchange

- I. The host institution shall duly inform the sending institution about academic programs and exchanges of course.
- II. The host institution shall inform the institution of origin of costs for college expenses such as health, housing and maintenance.
- III. The host institution will provide for exchange students accepted a letter of admission and notify the institution of origin.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP
Tel. 55 – 11 - 3258 8108 — www.escoladacidade.edu.br
secretariageral@escoladacidade.edu.br

1

## ESCOLA DA CIDADE - FACULDADE DE ARQUITETURA E URBANISMO



- IV. The host institution will provide the home institution an academic certification or equivalent of the final results obtained by students, once the exchange period is over.
- V. The host institution will facilitate student access to appropriate offered services and will help get into housing or in or out campus.
- VI. The subscriber's Institutions will provide the program's coordinator the an annual report that includes the exchange activities.

#### Article 3: Information

I. The subscribers of this agreement shall take the necessary steps to encourage students to participate in exchange programs. To this end, they will facilitate information about specific programs of study, activities and services for students, course calendar, rules and regulations.

## Article 4: Request appointment and notification

- I. The home institution will select the students who will participate in the exchange. The selection process will comply with the requirements of the host institution, such as the language required for completion of the exchange.
- II. Students enjoy an exchange should abide by the academic criteria and behavior of the host institution. Both institutions, origin and destination, approve the study plan that each individual student will follow. Students who undertake an exchange should devote at least one full-time semester and a maximum of two semesters.
- III. Exchange students should dedicate at least one full academic semester and a maximum of two semesters.

#### **Article 5: Health Assistance**

 Students participating in the exchange will be responsible for hiring a medical insurance during the exchange's period, as well as coverage of it. This insurance shall meet the requirements for the destination country has stipulated in its rules on immigration.

> ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo Associação Escola da Cidade — Arquitetura e Urbanismo Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP Tel. 55 – 11 - 3258 8108 — www.escoladacidade.edu.br secretariageral@escoladacidade.edu.br





#### - FACULDADE DE ARQUITETURA E URBANISMO

## Article 6: Tuition and other expenses

- Students who undertake an exchange will pay the cost of tuition at their home institution when they are required and will be exempt from paying the host institution, however, special fees, if any, shall be paid at the University of destination.
- II. Students who undertake an exchange will be responsible for all costs of transportation, accommodation, visa costs and residence permit, if required, as well as all of other personal expenses.

## Article 7: Contact people for the exchange program

I. Each institution will appoint a coordinator to manage the program. He / she will be responsible for advising both the participating students and administration staff and faculty in all aspects of the program.

## Article 8: Operation of Agreement

- To implement this Addendum, both institutions must subscribe, in a separate document, a bilateral agreement specifying the conditions for the exchange, the maximum number of students, subjects and specialties, as well as any other aspect.
- II. In a document called the student's program of study, must sign both the sending and the receiving institution, describing the details of the proposed individual program of study for each student.

#### Article 9: Extension of Agreement

- I. This agreement will remain active for a period of five years from the date of signature.
- II. Either party may withdraw from the agreement at any time, but if this happens, your participation in it will not end until 180 days after written notice of his resignation to another institution. Any modification or termination of the contract will not affect those students already admitted or participating in the exchange.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo Associação Escola da Cidade — Arquitetura e Urbanismo Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP Tel. 55 – 11 - 3258 8108 — www.escoladacidade.edu.br secretariageral@escoladacidade.edu.br 4





#### Article 10: Contradiction's Solution

- Subscribers agree to settle amicably any dispute, the result of the interpretation of this Agreement.
- II. On the assumption that this dispute can not be resolved in a manner previously indicated, the matter shall be referred to arbitration, each party shall appoint one member of the arbitration panel, and the other member will be chosen by mutual agreement.

This Agreement shall enter into force upon its signature.

São Paulo, Novembro 9, 2017.

Amomm

ESCOLA DA CIDADE
FACULDADE DE ARQUITETURA E URBANISMO
Reconhecido pela Potraria SERES nº 1092 de 24/12/2015
publicata no D.O.U. 28/12/2015, Republicada em 30/12/2015.
De Concret Jardin 55. Villa Rutariae - CEP 01/22/011

Anália Maria Marinho de Carvalho Amorim 1.843.613/0001-53

Presidente

Associação Escola da Cidade -

Arquitetura e Urbanismo

Escola da Cidade - Faculdade de Arquitetura e Urbanismo

Utpal Sharma Director

Nirma University

Nirma University
Institute of Architecture & Planning
Sarkher-Gandhingar Highway,
Via-Gota, Near Chharodi,
Post. Chandiodia,
Ahmedabad - 382481.

- FACULDADE DE ARQUITETURA E URBANISMO



CONVÊNIO ESPECÍFICO DE INTERCÂMBIO DE ESTUDANTES QUE CELEBRAM DE UMA PARTE A ESCOLA DA CIDADE – FACULDADE DE ARQUITETURA E URBANISMO ATRAVÉS DA ASSOCIAÇÃO ESCOLA DA CIDADE – ARQUITETURA E URBANISMO, REPRESENTADA POR SUA PRESIDENTE ANÁLIA MARIA MARINHO DE CARVALHO AMORIM, E DE OUTRA A NIRMA UNIVERSITY REPRESENTADA POR SEU DIRETOR UTPAL SHARMA.

A ESCOLA DA CIDADE - Faculdade de Arquitetura e Urbanismo e a Nirma University

## Acordam que:

Nesta parte do acordo se definem o marco e as condições necessárias para o reconhecimento de estudos para o intercâmbio de estudantes como descreve a seguir:

## Artigo 1: Natureza do intercâmbio de estudantes

- I. Aqueles estudantes que se encontram matriculados em alguma das instituições assinantes do presente acordo, e gozam de bom desempenho acadêmico nas áreas de engenharia e arquitetura, poderão ser recebidos pela outra instituição assinante por um período de estudo previamente estabelecido. Estes estudantes deverão ter cursado ao menos três anos completos ou 180 ECTS de estudos universitários.
- II. Todos os créditos obtidos pelos estudantes da Nirma University ao frequentar cursos na Escola da Cidade – Faculdade de Arquitetura e Urbanismo serão aprovados sob a devida aprovação da autoridade competente de acordo com a lei da terra.
- III. Outorga-se a todos os estudantes que participarem do programa de intercâmbio os mesmos direitos que normalmente gozam os estudantes matriculados na instituição de destino. Estes estudantes deverão respeitar as normas e regulamentos da instituição receptora.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 — CEP 01223 011 — Vila Buarque — São Paulo — SP
Tel. 55 — 11 - 3258 8108 — <a href="www.escoladacidade.edu.br">www.escoladacidade.edu.br</a>
secretariageral@escoladacidade.edu.br

A

- FACULDADE DE ARQUITETURA E URBANISMO

250000

Artigo 2: Responsabilidades das Instituições de Intercâmbio

I. A instituição receptora informará oportunamente a instituição de origem sobre

programas acadêmicos e as trocas de curso.

II. A instituição receptora informará a instituição de origem dos custos relativos à

universidade tais como gastos com saúde, manutenção e alojamento.

III. A instituição receptora proporcionará aos alunos aceitos para intercâmbio uma carta de

admissão e notificará a instituição de origem.

IV. A instituição receptora proporcionará à instituição de origem uma certificação

acadêmica oficial ou equivalente dos resultados finais obtidos pelos estudantes, uma

vez concluído o período de intercâmbio.

V. A instituição receptora facilitará aos estudantes o acesso apropriado aos serviços que

oferece e lhes ajudará a buscar alojamento dentro ou fora do campus.

VI. As instituições assinantes proporcionarão à coordenação do programa um informe

anual em que figurem as atividades de intercâmbio.

Artigo 3: Informação

I. Os assinantes deste acordo deverão dar os passos necessários para incentivar os

estudantes a participar dos programas de intercâmbio. Para este fim, facilitarão

informações sobre programas específicos de estudo, atividades e serviços para os

estudantes, calendário do curso, normas e regulamentos.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP
Tel. 55 – 11 - 3258 8108 — <a href="https://www.escoladacidade.edu.br">www.escoladacidade.edu.br</a>
secretariageral@escoladacidade.edu.br

4





## Artigo 4: Solicitação, nomeação e notificação

- I. A instituição de origem selecionará os estudantes que vão participar do intercâmbio. O processo de seleção respeitará os requisitos estabelecidos pela instituição de destino, tais como a língua exigida para realização do intercâmbio.
- II. Os estudantes que desfrutarem de um intercâmbio deverão acatar os critérios acadêmicos e de comportamento da instituição de destino. Ambas as instituições, origem e destino, aprovarão o plano de estudo individual que cada estudante seguirá.
- III. Os alunos que realizarem um intercâmbio deverão dedicar, ao menos, um semestre acadêmico em tempo completo e, no máximo, dois semestres.

## Artigo 5: Assistência de saúde

I. Os estudantes participantes no intercâmbio serão responsáveis pela contratação de um seguro de assistência médica e saúde durante o período que dure a estada, assim como a cobertura do mesmo. Este seguro deverá reunir os requisitos que o país de destino tenha estipulado em seu regulamento sobre imigração.

## Artigo 6: Gastos de mensalidades e outros

- I. Os estudantes que realizarem um intercâmbio pagarão os gastos de mensalidade em sua instituição de origem quando lhes for requerido e estarão isentos deste pagamento na instituição de destino, porém, taxas especiais, se houver, deverão ser pagas na Universidade de destino.
- II. Os estudantes que realizarem um intercâmbio serão responsáveis por todos os gastos de transporte, alojamento, custos do visto e permissão de residência, se for necessário, assim como de todos seus outros gastos pessoais.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 — CEP 01223 011 — Vila Buarque — São Paulo — SP
Tel. 55 — 11 - 3258 8108 — www.escoladacidade.edu.br
secretariageral@escoladacidade.edu.br

## ESCOLA DA CIDADE - FACULDADE DE ARQUITETURA E URBANISMO



## Artigo 7: Pessoas de contato para o programa de intercâmbio

 Cada instituição nomeará um coordenador para gerenciar o programa. Ele/ela se responsabilizará por assessorar tanto os alunos participantes como o pessoal de administração e o professorado em todos os aspectos relativos ao programa.

## Artigo 8: Funcionamento do acordo

- I. Para por em prática este Termo Aditivo, será necessário que ambas as instituições assinem, em um documento separado, um acordo bilateral especificando as condições para o intercâmbio, o número máximo de estudantes, matérias e especialidades, assim como qualquer outro aspecto.
- II. Em um documento denominado programa de estudos do aluno, deverão assinar tanto as instituições de origem e de acolhida como o estudante, descrevendo os detalhes do programa individual de estudo proposto para cada estudante.

## Artigo 9: Extensão do acordo

- Este acordo permanecerá ativo por um período de cinco anos desde a data da assinatura.
- II. Cada uma das partes pode retirar-se do acordo em qualquer momento, porém, se isto ocorrer, sua participação no mesmo não encerrará até 180 dias após a comunicação escrita de sua renúncia à outra instituição. Qualquer modificação ou extinção do contrato não afetará àqueles estudantes que já foram admitidos ou se encontrarem desfrutando do intercâmbio.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP
Tel. 55 – 11 - 3258 8108 — <a href="https://www.escoladacidade.edu.br">www.escoladacidade.edu.br</a>
<a href="mailto:secretariageral@escoladacidade.edu.br">secretariageral@escoladacidade.edu.br</a>

A





## Artigo 10: Solução de contradições

- Os assinantes acordam resolver de maneira amigável qualquer controvérsia, fruto da interpretação do presente acordo.
- II. Na suposição de que esta controvérsia não possa resolver-se de maneira indicada anteriormente, a questão será enviada para arbitragem; cada parte nomeará um membro do painel de arbitragem e, o outro membro será eleito de comum acordo.

Reconhecido pela Portaria SERES nº 1092 de 24/12/2015

publicada no D.O.U. 28/12/2015, Republicada em 30/12/2015. Rua General Jardim, 65 - Vila Buarque - CEP 01223-011 CNPJ: 01.843.613/0001-53

O presente acordo entrará em vigor no momento de sua assinatura.

São Paulo, 09 de novembro de 2017.

mound

Anália Maria Marinho de Carvalho Amorinacola da cidade FACULDADE DE ARQUITETURA E URBANISMO

Presidente

Associação Escola da Cidade -

Arquitetura e Urbanismo

Escola da Cidade - Faculdade de Arquitetura e Urbanismo

**Utpal Sharma** 

Diretor

Nirma University

Nirma University
Institute of Architecture & Planning
Sarkhej-Gandhinager Highway,
Via-Gota, Near Chharodi,
Fost, Chandiodia,
Ahmedabad - 302481.

- FACULDADE DE ARQUITETURA E URBANISMO



ACADEMIC CIENTIFIC AND CULTURAL COOPERATION AGREEMENT WHICH CELEBRATES ON ONE SIDE ESCOLA DA CIDADE — FACULDADE DE ARQUITETURA E URBANISMO THROUGH ASSOCIAÇÃO ESCOLA DA CIDADE — ARQUITETURA E URBANISMO REPRESENTED BY THE PRESIDENT ANÁLIA MARIA MARINHO DE CARVALHO AMORIM AND IN THE OTHER SIDE THE NIRMA UNIVERSITY REPRESENTED BY IT'S DIRECTOR UTPAL SHARMA.

#### **CONSIDERING**

- 1. Both are united by common interests and goals in the academic and cultural fields.
- 2. That both institutions for their essence, purpose and goals establish communication channels that allow the exchange of scientific and cultural knowledge.
- 3. And by all the above exposed here being considered important by both academic institutions thus establishing the appropriate instruments.
- It is decided today to sign an Agreement of Academic Cooperation, Scientific and Cultural by both institutions which are conforming to confer the following closures
- I The ESCOLA DA CIDADE Arquitetura e Urbanismo and the **Nirma University** compromises to exchange students and experiences in the fields of teaching, research and culture in general among those areas that will be mutually agreed.
- II Both parts will support the development of cientific research's projects among institutions as well as every kind of collaboration.
- III The exchange mentioned in clause II will be preferably through contact of investigators that could work with groups of the institution wich will accommodate the specific projects for which establish appropriate program.
- IV The parties express the will to exchange cultural and academic activities.
- V The parties aim to foster the mutual exchange of information on research topics, courses, postgraduate and doctoral courses, books, publications and other materials for research and teaching.

The Convention will be held on the following:

#### **BASES**

FIRST: Any of the institutions will propose to the other, the candidates which will participate in the Academical, Cultural and Cientific Exchange. The host institution

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo

Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP

Tel. 55 – 11 - 3258 8108 — <a href="https://www.escoladacidade.edu.br">www.escoladacidade.edu.br</a>
<a href="mailto:secretariageral@escoladacidade.edu.br">secretariageral@escoladacidade.edu.br</a>

#

## ESCOLA DA





reserves the right to accept candidates related to their background, as well as according to the financial possibilities and positions of the institution.

SECOND: Unless expressly stated specific agreement later, each institution will be responsible by its own personal dispenses, including housing, feeding, displacement and visits to headquarters.

THIRD: The host institution will provide beneficiaries of this Agreement the same medical accident assistance as offered to its own community college.

FOURTH: The institutions are committed to give professors, students and researchers visitors the proper facilities necessary for the development of activities.

FIFTH: This agreement must be approved in accordance with the laws of each Contracting Party and shall enter into force on the day of its signing following the formal procedures.

SIXTH: This Agreement shall not be interpreted as establishing a legal or financial relationship between the parties. The Agreement is a statement of intent which promote the authentic relationship of mutual benefit in the field of academic collaboration. Nothing is agreed somehow affect the full right of the Nirma University to establish similar links with other universities nor prevent ESCOLA DA CIDADE - Arquitetura e Urbanismo to establish similar links with other universities.

SEVENTH: This agreement shall be valid for five years and shall be automatically renewed for the same period of time, unless it is proposed a change or cancellation to the initiative of either party with a minimum of 90 days before the date of its expiration. If one of the parties expresses the will to terminate this contract, it must compromises to finish the actions which were previously initiated.

> ESCOLA DA CIDADE FACULDADE DE ARQUITETURA E URBANISMO Recorhecido pela Portaria SERES nº 1092 de 24/12/2015 publicata no D.O.U. 28/12/2015, Republicada em 30/12/2015.

> Rus General Jardim, 65 - Vila Buerque - CEP 01223-011 CNPJ: 01.843.613/0001-63

São Paulo, November 9, 2017.

ssociação Escola da Cidade Arquitetura e Urbanismo ESCOLA DA CIDADE

Anália Maria Marinho de Carvalho Amorim President

Nirma University **Utpal Sharma** Director

Nirma University Institute of Architecture & Planning Sarkhej-Gandhinagar Highway, Via-Gota, Near Chharodi, Post, Chandlodia, Ahmedabad - 382481.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo Associação Escola da Cidade — Arquitetura e Urbanismo Rua: General Jardim 65 - CEP 01223 011 - Vila Buarque - São Paulo - SP Tel. 55 – 11 - 3258 8108 — www.escoladacidade.edu.br secretariageral@escoladacidade.edu.br

- FACULDADE DE ARQUITETURA E URBANISMO



CONVÊNIO DE COLABORAÇÃO ACADÊMICA, CIENTÍFICA E CULTURAL QUE CELEBRAM DE UMA PARTE A ESCOLA DA CIDADE — FACULDADE DE ARQUITETURA E URBANISMO ATRAVÉS DA ASSOCIAÇÃO ESCOLA DA CIDADE — ARQUITETURA E URBANISMO AQUI REPRESENTADA PELA PRESIDENTE ANÁLIA MARIA MARINHO DE CARVALHO AMORIM E DE OUTRA A NIRMA UNIVERSITY, REPRESENTADA POR SEU DIRETOR UTPAL SHARMA.

A ESCOLA DA CIDADE - Arquitetura e Urbanismo e a Nirma University

## **CONSIDERANDO**

- 1. Que ambas encontram-se unidas por interesses e objetivos comuns no campo acadêmico e cultural.
- 2. Que as duas instituições pela sua essência, finalidade e objetivos estabelecem canais de comunicação que permitem o intercâmbio do conhecimento científico e cultural.
- 3. E por todo o exposto acima ambas consideram importante a sua vinculação acadêmica estabelecendo assim os instrumentos adequados.

Com efeito, decidem assim firmar nesta data um Convênio de Cooperação Acadêmico, Científico e Cultural para o qual estão as duas instituições conformes em outorgar as seguintes cláusulas:

- I A ESCOLA DA CIDADE Arquitetura e Urbanismo e a **Nirma University** se comprometem intercambiar estudantes e experiências nos campos da docência, da investigação e da cultura em geral dentre aquelas áreas que serão fixadas de comum acordo.
- II As partes contratantes fomentarão em conjunto o desenvolvimento de projetos de investigação científica entre as instituições assim como todo tipo de colaboração de interesse comum.
- III O intercâmbio mencionado na cláusula II se dará preferentemente mediante o contato de investigadores que possam trabalhar com grupos da instituição que acolher os projetos específicos para os quais se elaborarão programa adequado.
- IV As partes manifestam o desejo de intercambiar atividades culturais e universitárias.
- V As partes se propõem a fomentar o intercâmbio recíproco de informação sobre temas de investigação, cursos de pós-graduação e cursos de doutorado, livros, publicações e outros materiais de investigação e docência.

O Convênio se realizará sobre as seguintes:

**BASES** 

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP
Tel. 55 – 11 - 3258 8108 — www.escoladacidade.edu.br
secretariageral@escoladacidade.edu.br

1

FACULDADE DE ARQUITETURA E URBANISMO



**PRIMEIRA**: Qualquer das instituições proporá a outra os candidatos para participar do programa de intercâmbio acadêmico, cultural e científico.

A instituição receptora se reserva o direito de aceitar os candidatos em função de seus antecedentes, assim como segundo as possibilidades financeiras e de vagas da instituição.

**SEGUNDA**: Salvo menção expressa em convênio específico posterior, cada instituição arcará com seus gastos pessoais, incluindo alojamento, alimentação deslocamento e visitas à sede da contraparte.

TERCEIRA: A instituição receptora proporcionará aos beneficiários do Convênio a assistência médica por acidente que oferece a sua própria comunidade universitária.

QUARTA: As instituições contratantes estão comprometidas a dar aos professores, investigadores ou estudantes visitantes as facilidades necessárias para o bom desenvolvimento das atividades.

QUINTA: Este convênio deverá ser aprovado de acordo com as disposições legais de cada uma das partes contratantes e entrará em vigor no dia de sua assinatura seguindo os procedimentos formais.

SEXTA: O presente Convênio não deve ser interpretado no sentido de estabelecer uma relação legal ou financeira entre as partes. O Acordo constitui uma declaração de intenções cujo fim de promover autentica relação de benefício mutuo em matéria de colaboração acadêmica. Nada do que está sendo acordado afetará de alguma forma o pleno direito da Nirma University de estabelecer vínculos similares com outras universidades nem tampouco impedirá a ESCOLA DA CIDADE — Arquitetura e Urbanismo de estabelecer vínculos similares com outras universidades.

SÉTIMA: O presente convênio terá a validade de cinco anos e será prorrogado tacitamente por igual período de tempo, a menos que se proponha sua modificação ou anulação à iniciativa de qualquer das partes com um mínimo de 90 dias antes da data de seu vencimento. Em caso de uma das partes manifestarem o desejo dar por encerrado deverá se comprometer em concluir as ações que já tenham sido iniciadas.

São Paulo, 09 de novembro de 2017.

Associação Escola da Gidade -Arquitetura e Urbanismo

ESCOLA DA CIDADE

Anália Maria Marinho de Carvalho Amorim Presidente

ESCOLA DA CIDADE
FACULDADE DE ARQUITETURA E URBANISMO
Reconhecido pela Portaria SERES nº 1092 de 24/12/2015
publicada no D.O.U. 28/12/2015, Republicada em 30/12/2015.
Rua General Jardim, 65 - Via Buarqua - CEP 01223-011
CNPJ: 01.843.813/0001-53

Nirma University Utpal Sharma Diretor

Nirma University
Institute of Architecture & Planning
Sarkhoj-Gandninagar Highway,
Via-Gota, Near Chharodi,
Post. Chandlodia,
Ahmedabad - 382481.

ESCOLA DA CIDADE — Faculdade de Arquitetura e Urbanismo
Associação Escola da Cidade — Arquitetura e Urbanismo
Rua: General Jardim 65 – CEP 01223 011 — Vila Buarque – São Paulo – SP
Tel. 55 – 11 - 3258 8108 — <a href="https://www.escoladacidade.edu.br">www.escoladacidade.edu.br</a>
secretariageral@escoladacidade.edu.br

# MEMORANDUM OF UNDERSTANDING BETWEEN NIRMA UNIVERSITY, GUJARAT, INDIA AND THE UNIVERSITY OF WYOMING, LARAMIE, WYOMING, U.S.A.

The University of Wyoming, with principal offices at its campus in Laramie, Wyoming, U.S.A., and Nirma University, with principal offices at its campus in Gujarat, India, wishing to establish cooperative relations between the two universities, especially in the development of academic and cultural interchange between the two institutions, agree as follows:

## PART 1 SCOPE OF COOPERATION

The areas of cooperation, subject to mutual consent, include any program offered at either university considered desirable and feasible by either party, and in the case where both institutions feel it contributes to the fostering and development of cooperative relationships between the two institutions.

The assistance to be provided by each of the contracting parties will be teaching, research, exchange of faculty and students, and staff development, as deemed beneficial by the two institutions.

## PART II GENERAL AREAS OF COOPERATION

Assistance shall be carried out, subject to the availability of funds and the approval of the Vice President for Academic Affairs, University of Wyoming, and the International Relations Office, Nirma University, through such activities or programs as:

- 1. Exchange of faculty members;
- 2. Exchange of students and study abroad;
- 3. Joint research activities;
- 4. Participation in seminars and academic meetings;
- 5. Exchange of academic materials and other information;
- 6. Special short-term or long-term academic programs, credit and non-credit bearing.

The terms of such mutual assistance and the budgeting for each program and activity that is implemented under the terms of this agreement shall be mutually discussed and agreed upon in writing by both parties. Each program and activity will also be subject to the appropriate approval of the competent authority as per the law of the land, if required, prior to the initiation of the particular program or activity. Programs and activities shall be negotiated on an annual basis.

Each university will designate a Liaison Officer to develop and coordinate specific activities or programs.

# PART III RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of five (5) years from the date of last signature, with the understanding that it may be terminated by either party giving notice to the other party in writing six months in advance of termination.

This agreement may be amended by an exchange of letters and/or sub-Memoranda of Understandings between the two institutions. Such amendments, once approved by both institutions, will become part of this document of agreement.

IN WITNESS WHEREOF, The parties hereto have offered their signatures:

Fruit. nichols
Laurie Nichols
President
CTT

University of Wyoming

Dr. Anup K. Singh Director General Nirma University

Date: /2/12/2017

Date: 30.12.17

## Memorandum of Understanding (MoU) **BETWEEN**

# Nirma University (NU) and Wolkite University (WKU)

## 1. Objective

The objective of this Memorandum of Understanding (MoU) is to enhance the teaching-learning process research comings workshops, process, research and innovation by jointly organizing research projects, seminars, workshops, and student and innovation by jointly organizing research projects, seminars, workshops, and student and faculty exchange programs. Nirma University and Wolkite University will endeavor to said in the control of the endeavor to contribute in enriching development of various academic programs and jointly work for enhancement. for enhancement of the quality of education imparted to students.

## 2. Nature of relationship

Both NU and WKU intend to co-operate in the following areas of work jointly to bring the two organizations closer:

2.1 To plan and implement joint research projects;

2.2 To jointly organize workshops, seminars & short-term programs.

2.3 Exchange of students (including internships) and teachers;

2.4 Reciprocal invitations of scholars for the purpose of talks, lectures and research;

2.5 Sharing of infrastructure facilities including laboratories, equipment's and library for research

2.6 Work jointly and participate in research activities happening at either side with mutual consent and in common areas of interest. NU and WKU shall mutually support the above referred activities.

## 3. Obligations:

- 3.1 The Memorandum of Understanding between NU and WKU shall not be exclusive to both institutions and shall not disallow each institution from having similar understanding with
- 3.2 The parties will look for own and external resources to support joint programs.
- 3.3 Each Institute shall respect the other's intellectual property and shall not use trade name, trademark, symbol or designation belonging to the other without prior written approval. The institution shall indemnity the other for breach of this clause.
- 3.4 Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any other material, which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.
- 3.5 The terms of the mutual assistance and the budgeting for each program and activity that is implemented under the terms of this understanding shall be mutually discussed and agreed upon in writing by both parties. If required, the terms are also subject to the appropriate approval of the competent authority as per the law of the land prior to the initiation of the particular program or activity. Also, such program and activity shall be negotiated on an annual

## 4. Limitations and warranties

- 4.1 Each institution shall ensure that other is not put to any liability for any act of the respective institution.
- 4.2 Each institution shall ensure that the other does not actively solicit the faculty the respective institution during the period of MoU

## 5. Validity

- 5.1 This MoU shall be valid for 5 years from the date and each institution shall be at full liberty to terminate the co-operation with a notice period of 3 months.
- 5.2 The present MoU shall take effect on the date of signing. After the period has concluded, and a new protocol on academic cooperation has been signed, the set understanding shall be extended for further 5 years.
- 5.3 Legal claims of one party against the other are here with excluded.

## 6. General

- 6.1 Each Institution will designate a representative from its side, who will be the primary point of contact on behalf of that party.
- 6.2 Neither of the Institute shall use the name of the other in any advertisement or any public announcement without the prior written approval of the other.
- 6.3 Nothing in this MoU shall be construed as creating any legal or financial relationships between the Institutions. This understanding will be construed as statement of intent to foster genuine and mutually beneficial academic collaboration.
- 6.4 By signing below, the Institutions acting by their duly authorized officers have caused this Memorandum of Understanding to be executed, effective as the date and year first above written.

IN WITNESS WHEREOF, The parties hereto have offered their signatures:

[Dr. Anup Singh]
Director General
and Chairmanites

Date: 20.2.18

[Prof. Dejene Ayele] President

Wolkite University

Date:\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

between

## INSTITUTE OF LAW, NIRMA UNIVERSITY

Ahmedabad, Gujarat, India

and

# THE PENNSYLVANIA STATE UNIVERSITY Penn State Law

University Park, Pennsylvania, United States of America

WHEREAS, The Institute of Law, Nirma University ("ILNU") and The Pennsylvania State University ("Penn State"), on behalf of Penn State Law (hereinafter each known as a "Party" and collectively as the "Parties"), in order to enrich their educational and research programs and to strengthen cooperation between the Parties, hereby enter into this Memorandum of Agreement ("MOA") and agree to establish the following exchange program ("Program"):

## I. STUDENT EXCHANGE

## A. Numbers of Exchange Students

Penn State Law will send a maximum of four (4) students per academic year to study at ILNU for an academic semester. ILNU will send a maximum of two (2) students per academic semester to Penn State Law, for a total of four (4) students per academic year.

## B. Selection of Participants

The home university will screen its applicants for the Program. The home university will send nominated students' completed applications to the host university by May 15 for the fall semester and October 15 for the spring semester. The host university reserves the right to make final judgments on admission of nominated students, whose admission is dependent upon meeting the host university's application and admission requirements. The following guidelines apply to all exchange students:

- 1. <u>Eligibility</u>. Penn State Law students will have completed a minimum of one (1) year of law study prior to participating in this Program. ILNU students must be graduate law students with a Bachelor in Law or ILNU undergraduate students who have completed the first three (3) years of their Bachelor in Law.
- 2. <u>Enrollment Requirements</u>. Exchange students shall undertake an academic program at the host university, developed in consultation between the home and the host university, as full-time, non-degree status students. The host university reserves the right to exclude students from restricted enrollment programs/courses.
- 3. <u>Course Selection</u>. Penn State Law students are eligible to take only those ILNU courses identified by Penn State Law as eligible for graduate credit and

offered in English (subject to availability). Penn State Law shall provide that list of approved courses to its students as part of pre-departure orientation, and shall also provide that list to the appropriate ILNU advising office. ILNU students are eligible to take all subjects/courses in the Penn State Law curriculum (subject to availability). Fall semester ILNU students shall be required to take "Introduction to U.S. Legal Systems" and "LL.M. Legal Analysis, Writing and Research" unless exempted by the Assistant Dean of Graduate and International Programs at Penn State Law.

4. Academic credit earned at the host university may be transferred back to the home university in accordance with procedures determined by the home university.

## 5. Student Conduct.

- a. Each exchange student is subject to all laws and regulations of the host country, state and local governments, and of the host university. Any breach thereof will be dealt with in accordance with the established policies and procedures of the host university, in consultation with the home university.
- b. Exchange students will be subject to the standard academic regulations and performance standards of the host university and will take the regular examinations.

## C. Responsibilities of ILNU

- 1. Enrollment and Arrangements. ILNU agrees to accept the prescribed number of exchange students, to enroll them in the Law School as full-time, non-degree students for the equivalent of one semester. ILNU will provide reasonable assistance to the Penn State Law students in arranging accommodation. ILNU will also provide appropriate assistance in matters of health, language, and local custom that may arise. At the end of each academic year and after each semester, ILNU will send Penn State Law an official transcript of credits for each exchange student from Penn State Law studying at ILNU.
- 2. <u>English Language Proficiency</u>. ILNU students coming to Penn State as part of this Program must have a valid TOEFL score of 88, a minimum IELTS score of 6.5 on the academic test, or provide other proof of sufficient English proficiency such as by a satisfactory interview by a Penn State representative and a writing sample.
- 3. <u>Tuition and Fee Waiver</u>. All Penn State Law students enrolling at ILNU as part of this Program will be registered at ILNU and enjoy a full tuition and compulsory fee waiver as specified in Part I.E., below.

## D. Responsibilities of Penn State Law

1. Enrollment and Arrangements. Penn State Law agrees to accept the prescribed number of qualified exchange ILNU students, and to enroll them in Penn State Law as full-time, non-degree students for the equivalent of one semester. Penn State Law will provide reasonable assistance to the ILNU exchange students in

arranging accommodation. Penn State Law will also provide appropriate assistance in matters of health, language and local custom that may arise. At the end of each academic year and after each semester, Penn State Law will send ILNU an official transcript of credits for each exchange student from ILNU studying at Penn State Law.

2. <u>Tuition and Fee Waiver</u>. All ILNU students enrolling at Penn State as part of this Program will be registered at Penn State Law and enjoy a full tuition and compulsory fee waiver as specified in Part I.E., below.

## E. Finances and Services

- 1. All exchange students must register/enroll and pay tuition and other fees to the home university. They will not be required to pay tuition or compulsory fees to the host university. The participating students will be responsible for the following:
  - a. (ILNU students only) Submitting the Penn State Law application form, a personal statement, a resume and transcripts (in English) pursuant to Penn State Law's LL.M. application requirements. Penn State Law will waive the requirements for letters of recommendation and for an application fee.
  - b. Applying for and obtaining the appropriate visa (host university to provide necessary documents);
  - c. (ILNU fall semester students only) Attending Penn State Law's LL.M. orientation prior to start of fall semester (August December) classes;
  - d. Accommodation, meal and travel expenses;
  - e. Medical insurance and/or medical expenses not covered by the student's insurance;
  - f. Textbooks, clothing and personal expenses;
  - g. (ILNU students) Transcript ordering and costs: students must request and pay for an official Penn State University transcript to be sent to ILNU at the completion of their studies at Penn State Law.
  - h. Passport and visa costs;
  - i. Non-compulsory incidental fees (e.g., student government fees); and
- j. All other debts incurred by each such student during the course of the exchange.
- F. Penn State Visa Procedures and Health Insurance Requirements

- 1. Acceptance into the Program and Visa Procedure. Once an ILNU student has notified Penn State Law that he or she has accepted an offer to participate in the Program, Penn State Law will notify the Directorate for International Student and Scholar Advising (DISSA) and provide DISSA with a list of the names of accepted students, their IDs and any financial arrangement. DISSA will contact the student with instructions on the financial guarantee requirements and the procedure to apply for an I-20 (the document necessary to apply for a visa).
- 2. <u>Admission and Registration Status</u>. ILNU students coming to Penn State must maintain a full-time status with a minimum of 12 credits of coursework each semester at Penn State. Only under extraordinary circumstances may students reduce this course load; in such cases, students must discuss their options with Penn State Law and DISSA in advance.

## 3. <u>Health Insurance and Safety</u>.

- a. While at Penn State, ILNU students who are on J-1 or F-1 visa must have health insurance coverage which meets Penn State's insurance standards. This can be accomplished by purchasing Penn State's Student Health Insurance Plan, or by obtaining a waiver from the Penn State Student Health Insurance Office by showing proof (in English) of comparable coverage. Due to mandatory health insurance coverage requirements, in most situations, the Penn State Student Health Insurance Office will not be permitted to issue a waiver; therefore, ILNU students should anticipate that they will be required to purchase the Penn State Student Health Insurance Plan.
- b. Penn State students taking part in this Program must register with Penn State's Travel Safety Network prior to their international travel, and will be automatically enrolled in Penn State's international medical and evacuation insurance plan.

#### II. FACULTY EXCHANGE.

In order to facilitate international exchange and collaboration, ILNU and Penn State Law agree to provide (to the extent available and feasible under each institution's policies and all applicable laws, statutes, codes, or guidelines) an office, library privileges, administrative support, and reasonable assistance with respect to housing and ground transport, for purposes of sabbatical or short-term research visits by faculty members from the other institution. Compensation and travel in conjunction with such visits shall remain the responsibility of the home institution and or visiting faculty members unless otherwise agreed as part of a visiting appointment with teaching responsibilities. With respect to visiting appointments with teaching responsibilities, Penn State Law and ILNU specifically agree to consider assistance in this regard for each other's faculty and junior researchers. The Parties will facilitate the exchange of teaching faculty. In the case of visiting faculty with teaching responsibilities, the host institution will remunerate the

visiting faculty at a rate or for an amount to be agreed upon by the host institution and visiting faculty.

#### III. NONDISCRIMINATION.

Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and ILNU, or by government authorities. Neither Party discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this MOA, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

#### IV. INTELLECTUAL PROPERTY.

This MOA covers only research and academic cooperation, and does not cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement.

#### V. EXPORT CONTROL.

The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable, performance of some desired activities under this MOA may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by applicable export laws, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this MOA.

## VI. USE OF NAME, LOGO, AND MARK.

Neither Party may use the name, logo, or mark of the other in any promotional or advertising material (including but not limited to website postings, public announcements and program brochures) without the prior written consent of the other Party pursuant to each university's policies.

## VII. EVALUATION OF COLLABORATION.

All specific programs or projects undertaken pursuant to this MOA will be subject to mutual periodic evaluation by the appropriate authorities of the universities engaged in such programs or projects.

## VIII. ORIGINAL AGREEMENTS.

The Parties shall sign two (2) originals of this MOA in the English language. Each Party shall retain one (1) original.

## IX. TERM, AMENDMENT, RENEWAL, TERMINATION.

This MOA will become effective on the date of the last signature, for a period of three (3) years. It constitutes the entire agreement between the Parties and may only be amended or renewed in writing signed by authorized representatives of both Parties. Each Party shall have the right to terminate this MOA by providing written notice to the other Party at least six (6) months prior to the effective date of termination.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed by the Parties as of the last day written below:

UNIVERSITY

ONLINDO

INSTITUTE OF LAW, NIRMA

Prof (Dr.) Purvi Pokhariyal Dean & Director, H.NU Juit 4, 2018
Date

Stephen G. Barnes

Assistant Dean of International and Graduate Programs, Penn

THE PENNSYLVANIA STATE

UNIVERSITY

State Law

Hari M. Osofsky

Dean, Penn State Law

Michael Adewumi

Vice Provost for Global Programs

JUN 2 5 2018

Date

Susan J. Wiedemer

Assistant Treasurer

# MEMORANDUM OF COOPERATION AND UNDERSTANDING BETWEEN

# IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY AND

# INSTITUTE OF TECHNOLOGY, NIRMA UNIVERSITY

- 1. This Memorandum of Cooperation and Understanding ("MOU"), effective the 16th day of June, 2018 is entered into between Iowa State University of Science and Technology ("ISU") an Institution of Higher Education located in Ames, Iowa, USA and Institute of Technology, Nirma University, an Institution of Higher Education located at S. G. Highway, Ahmedabad 382482, INDIA ("ITNU") to establish a program of academic exchange, cooperation and collaboration in areas of interest and benefit to both institutions.
- 2. The purposes of the academic exchange, cooperation and collaboration between ISU and ITNU are as follows:
  - to promote interest in the teaching and research activities of the respective institutions, and
  - to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.
- 3. To achieve these goals, ISU and ITNU will, insofar as the resources of each institution allow and upon the mutual agreement of both institutions:
  - promote institutional exchanges by inviting faculty and staff of the cooperating institutions to participate in a variety of teaching and/or research activities and professional development;
  - receive undergraduate and graduate students from the cooperating institution for periods of study and/or research;
  - organize coordinated teaching activities;
  - organize symposia, conferences, short courses, meetings on academic and research issues;
  - carry out joint research and education programs, specifically those described in an Educational Program Agreement; and

- exchange information pertaining to developments in teaching, student development and research at each institution.
- 4. Each institution shall designate a coordinator to oversee and facilitate the implementation of this MOU. In the event the designated coordinator changes, each cooperating institution agrees to promptly communicate that change including the name and contact information for the new coordinator. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:
  - to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
  - to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the cooperating institution;
  - to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
  - to meet periodically to review and evaluate past activities and to work out new ideas for future academic exchange, cooperation and collaboration.
- 5. This MOU shall be identified as the foundational document for any additional specific program agreement contemplated between the cooperating institutions. No implementation of this MOU or commencement of any specific exchange program may be initiated without the cooperating institutions entering into a specific Educational Program Agreement relating to that program.
- 6. An Educational Program Agreement concerning any specific program or project shall provide details concerning the specific commitments made by each cooperating institution including, but not limited to, such topics as orientation for visitors from other institution, financial responsibilities, tuition and fees, use of facilities, student admission and enrollment, faculty assignment, curriculum and academic standards, research protocols and other services provided to assure a successful program. Any Educational Program Agreement shall not become effective until it has been reduced to writing and executed by the duly authorized representatives of the cooperating institutions.
- 7. The scope of the activities to be undertaken under this MOU shall be determined by the funds regularly available at both cooperating institutions for the types of academic and/or research collaboration undertaken and by any financial assistance as may be obtained by either cooperating institution from external sources to support the activity.
- 8. Except as may be stipulated in any specific Educational Program Agreement, each cooperating institution shall be responsible for any travel, living or operational expenses incurred by its employees or agents under this MOU.

- 9. Each cooperating institution agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents as related to the academic exchange, cooperation and collaboration activities undertaken pursuant to this MOU.
- 10. Each cooperating institution agrees that their business relationship is as an independent contractor and nothing in this MOU shall be construed to create a legal partnership, joint venture, employment or agency relationship. Each cooperating institution is responsible for its own debts and liabilities created under this MOU. With respect to employee compensation for services provided pursuant to this MOU, each cooperating institution shall be responsible for withholding of taxes, workers' compensation and other employment related taxes and benefits regarding its own employee's.
- 11. The cooperating institutions agree to comply with all applicable laws and regulations in their respective countries in performing their obligations under the MOU. This MOU shall be governed and construed under the laws of the State of Iowa and the United States of America with respect to ISU and the laws and regulations of competent authority as per the law of the land with respect to ITNU.
- 12. Neither cooperating institution shall use the other institution's name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution. However, the foregoing shall not prohibit either cooperating institution from disclosing general factual information about the existence of this MOU or the other institution for purposes other than publicity, advertisement or endorsement.
- 13. Upon approval by each institution, this MOU shall remain in effect for a period of five (5) years unless terminated earlier by either institution as permitted under this MOU.
- 14. Termination by one cooperating institution shall be effected by providing the other cooperating institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this MOU shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the MOU at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither ISU nor ITNU shall be liable to the other for any monetary or other losses, which may result.
- 15. Either cooperating institution has the right to terminate its obligations under this MOU for reasons of force majeure, which is defined as circumstances beyond the control of the institution that effectively prevents the institution from performing its obligations under the MOU.
- 16. This MOU and any Educational Program Agreements based on this MOU are created based on the common trust and good faith of the cooperating institutions. In the

event of a dispute, the cooperating institutions shall make good faith efforts to communicate, understand, negotiate and obtain an amicable resolution.

SIGNED on behalf of Iowa State University of Science and Technology and Institute of Technology, Nirma University by authorized officials from each cooperating institution in duplicate copies, each of which shall be deemed an original.

<b>IOWA STATE UNIVERSITY OF</b>	F
SCIENCE AND TECHNOLOGY	Y

INSTITUTE OF TECHNOLOGY, NIRMA UNIVERSITY

Date

Date

Date

Jan 00 2019	
SONATHAN INICKER Date Ann Marie VanDerZanden	
Ann Marie VanDerZanden	
Associate Provost for Academic Programs	

Wholeestaley 9 Sept 2019

Date

Office of the Senior Vice-President & Provost

Samuel Easterling Dean of the College of Engineering Dr Alka Mahajan Dean

Dr. Arun K. Somani Program Coordinator Dr Mehul R Naik

Head, International Relations

# PROPOSED ADDENDUM 1

# **Educational Program Agreement**

#### between

Institute of Technology, NIRMA UNIVERSITY Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481, Gujarat, India

and

College of Engineering lowa State University of Science and Technology Ames, Iowa USA

Date: September 20, 2019

This agreement is made and entered into on this 20th day of September, 2019 by and between College of Engineering, Iowa State University of Science and Technology, 4100 Marston Hall, 533 Morrill, Ames, Iowa 50011 (hereinafter referred to as ISU) and the Institute of Technology, NIRMA UNIVERSITY, Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481, Gujarat, India (hereinafter referred to as ITNU).

# A. PRINCIPLE CONTACTS:

The program coordinators and contacts for each institution will be:

ISU: Dr. Arun K. Somani, Distinguished Professor, Department of Electrical and Computer Engineering

ITNU: Dr. Mehul R. Naik, Associate Professor in Department of Electronics & Communication Engineering

# B. PURPOSE:

The purpose of this agreement is to establish a pathway for students who successfully complete the curricular requirements at ITNU, to obtain a master of engineering degree in Electrical Engineering, Computer Engineering, Software Engineering, and Mechanical Engineering or other suitable programs from ISU. In addition, a student may also obtain a master degree from ITNU in case they have completed the required course work at ITNU and the thesis work performed by student at ISU is evaluated by ITNU and found suitable for awarding the degree.

# C. PARTIES:

ISU will be represented by Arun K. Somani and will liaise with Dr. Mehul R. Naik at ITNU on matters related to this agreement.

# D. TERM AND TERMINATION:

The term of this Agreement begins September 20, 2019 for a period of 5 (five) years and may be renewed for another 5 (five) year period at the end of the term

upon written consent of both parties. Early termination of this Agreement by either party must be made by giving not less than sixty (60) days advance written notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the agreement with respect to any students who are on-site at either institution at time notice of termination is provided. The provisions of this Agreement may be revised and modified, if so desired, upon the mutual written agreement of both parties.

# E. MASTER OF ENGINEERING DEGREE ACADEMIC PROGRAM (ITNU Under **Graduate Students)**

# a. Scope

Students who successfully complete their seven semester's curricular requirements at ITNU for a B.Tech. degree may start their project work under at ISU in the eighth semester. The project report will be evaluated by the ITNU faculty to fulfill the requirements of the B.Tech degree from ITNU. Student may also take additional courses during the eighth semester with an intent to continue their education at the graduate level after completion of their B.Tech. degree at ITNU. After the completion of B Tech degree at ITNU, the students are fully admitted into the graduate program at ISU. The additional courses taken at ISU during the eighth semester may count towards the graduate degree at ISU and the students will be on the track to obtain a master degree (a coursework only M.Eng. degree or a M.S. degree) in Electrical and Computer Engineering and Mechanical Engineering departments in one year. Actual time to ISU degree will depend on progress made by the candidate.

# b. Selection of Participants

Students will be nominated on an annual basis by ITNU to complete their required project work for undergraduate degree and pursue their M.Eng. or M.S. degree program at ISU in the following year. Students shall meet the graduate admission requirements to be admitted at ISU including the TOEFL, GPA requirement, and minimum number of undergraduate credits successfully completed as set forth in Addendum A. The GRE requirements may be waived by the department depending on the performance of the student. The ISU POC (Arun K. Somani) will e-mail application instructions to students upon nomination from the ITNU POC (Mehul R. Naik). ISU reserves the right to make the final admission decision with respect to each nominated student. The parties estimate the number of students that will be admitted will be no more than five (5) students per year.

# F. STUDENT SERVICES AND FINANCES

Students are responsible for arranging their housing while attending ISU. ISU shall provide information to students regarding any on-campus housing opportunities. ISU does not guarantee that housing on-campus will be available. Where ISU housing accommodations are available, students must complete the relevant housing accommodation application by ISU's stipulated deadline and pay the standard rate for housing.

ISU shall provide students with assistance and documents needed to apply for appropriate nonimmigrant visas for their study period at ISU. ISU does not guarantee the issuance of the required student visa by the United States of America.

ISU shall automatically enroll students in ISU's Student and Scholar Health Insurance Program. Students are responsible for paying the applicable premiums.

Students will be responsible for the ISU application fees prior to admission and ISU tuition and fees, special course fees, Student and Scholar health insurance program premiums, textbooks, course materials and supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses while at ISU during the course of the program.

If applicable, students selected to continue their education in other programs (e.g., PhD degree) would be considered for financial support in the form of stipend, benefits, and tuition scholarship. Funding is competitive and depends on the availability of funds, academic performance, and match of research interest.

# G. STUDENT CHOICES TO PURSUE OTHER DEGREE PROGRAMS

Students may choose to pursue other degree programs of study at the graduate level if they meet the entry and other requirements as per lowa State University policy.

#### H. STUDENT CONDUCT

Students shall be subject to applicable ISU policies and rules and to applicable laws and regulations issued by government entities. ISU reserves the right to dismiss students for violating ISU policies and rules or applicable laws in the United States. Students dismissed must immediately depart the United States at their own expense. The dismissal of a student from ISU shall not abrogate this Agreement nor the arrangements regarding other students.

# I. STUDENT RECORDS

Each party shall use records of students only to the extent necessary to fulfill its obligations under this Agreement and hold such records in strict confidence. Neither institution may disclose such records except as required by this Agreement, as required by law or as otherwise authorized in writing by the student. An institution may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement.

# J. EQUAL OPPORTUNITY

In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status.

# K. NOTICE

Notices relating to this Agreement shall be in writing and shall be delivered by an internationally recognized carrier (e.g. Federal Express) or by e-mail to the other party at the address set forth below. Notice shall be deemed effective upon receipt.

Notices to ISU:
Dr. Ann Marie VanDerZanden
Associate Provost for Academic Programs
1550 Beardshear
515 Morrill Rd
Ames, IA 50011-2103 USA
Email: vanderza@iastate.edu

Notices to UX:

Dr. Alka Mahajan, Dean, Institute of Technology, NIRMA University

#### N. EXCEPTIONS AND AMENDMENTS

For conditions of the exchange not covered by this document or for problems which arise during the course of this agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually agreeable decisions on such problems as may arise from time to time.

Signature page follows on next page

# **SIGNATURES**

On behalf of

IOW	A STATE I	UNIVERSI	TY OF
		TECHNO	

12/10/19

Date

Date

JONATHAN MICKERT Ann Marie Van Der Zanden

Associate Provost for Academic Programs'
Office of the Senior Vice-President &

**Provost** 

Institute of Technology NIRMA UNIVERSITY

Date

Dr. Alka Mahajan

Dean

Institute of Technology

Samuel Easterling

Dean of the College of Engineering

Date

\_\_\_\_\_

William Graves
Dean of the Graduate College

Arun K. Somani

**Program Coordinator** 

Mehul R. Naik

Date

20 Sept 2019

Head, International Relation, N.U.

Program Coordinator

Dr. Mehul R. Naik

# Addendum A

2019-2020 Iowa State University admission requirements

- Academic Requirements for Admission to Iowa State University College of Engineering - BS
  - a. A minimum 3.3 transfer cumulative grade point average)
  - b. Details about which classes can be transferred Admissions has some standard language about this that varies by NIRMA.
- 2. English Proficiency Requirement

Applicants whose primary language is not English must meet the English proficiency requirement by any one of the options listed below.

# Option

# Minimum Score or Grade Required

TOEFL Internet-Based TOEFL (IBT) score of 79 with a minimum score of 17 in both the Writing and Speaking sections

Paper-Based TOEFL (PBT) score of 550

IELTS Overall band score of 6.5 with no sub score below 5.5

PTE Score of 53

If test was taken prior to March 2016, Critical Reading (CR) score of 420

SAT If test was taken in March 2016 or later, Evidence-Based Writing and Reading (EWR) score of 460

ACT English sub score of 19

- 3. Financial Requirement
- a. Immigration regulations require international students to verify the availability of financial resources to pay for all their educational, living, and other expenses (and those of any dependents) for the duration of their studies prior to the issuance of the Form I-20 or Form DS-2019 (formerly the IAP-66) to obtain a visa to enter the U.S.
- b. Students must submit a bank statement or sponsor letter showing at least \$45,000 USD.

<sup>\*</sup>Iowa State University admission requirements are subject to change. Please review Iowa State Admissions Web Site for current requirements.



# **MEMORANDUM OF UNDERSTANDING**

FOR

# **ACADEMIC COLLABORATION**

## Between

# The University of Johannesburg

(A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof. L.S. mpeor. in his capacity as Executive Dean of the FAULTS of Law. and duly authorised thereto)

#### and

# Institute of Law, Nirma University

(An entity established under the aegis of Nirma University in the year 2007 duly represented by Prof. (Dr.) Purvi Pokhariyal in her capacity as Director, Institute of Law, Nirma University and duly authorised thereto)

#### 1. Preamble

In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the partners –The University of Johannesburg, South Africa, and the Institute of Law, Nirma University, Ahmedabad, India hereby sign a Memorandum of Understanding ("MoU") for Academic Collaboration.

The two parties have mutually agreed to the following:

#### 2. Aim of the MoU

The aim of this MoU is to provide for cooperation on academic activities of the two faculties that will strengthen mutual understanding, foster friendly cooperation and promote sustainable and productive academic collaboration and exchange between faculty, researchers and students of both the parties.

# 3. Scope of the MoU

Areas of joint activity may include (but are not necessarily limited to) the following:

- 3.1 Exchange of academic employees for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
- 34.2 Student exchange and study abroad programmes;
- 3.3 Establishment of joint research programmes;
- 3.4 Collaboration on third party funded educational or economic assistance activities;
- 3.5 Exchange of postgraduate student in respect of specific research projects or courses of interest and importance;
- 3.6 Exchange of scientific and educational literature produced by either or both of the parties, as well as exchange of materials on the most relevant and topical research by researchers at both parties;
- 3.7 Organisation of conferences, seminars and symposia of mutual interest to the institutions; and
- 3.8 Other such activities as may be mutually agreed upon.

# 4. Commencement, duration and termination

4.1 This MoU will commence on the date of its signing by both parties and shall remain in force for an initial period of three years.

- 4.2 Any amendment of and/or modification to the MoU will require the written approval from both parties.
- 4.3 The MoU shall renew itself automatically for successive periods of three years unless either of the parties notifies the other party in writing of its desire to terminate or revise the memorandum.
- 4.4 Termination may take place at any time by any of the parties and is fully discretionary and a notice period will apply to any party wishing to terminate the MoU. No reasons have to be provided for termination.
- 4.5 Termination shall, however, not affect the implementation of the projects or programmes established under it prior to such termination.
- 4.6 Any student who has commenced studies at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

# 5. Activities Envisaged

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote, within the framework of the provisions of the respective government regulations applying in each of the institutions, and subject to the availability of resources, the following activities:

# 5.1 Academic Collaboration

- 5.1.1 Research collaboration, including joint research projects in areas of mutual interest.
- 5.1.2 In so far as research can be promoted by a period of residence at the partner university, both universities agree to appropriately support members of the partner university. Each will ensure that visiting academics are integrated well into existing research terms and, if possible make working space available to them.
- 5.1.3 Any future Interfaculty agreements that results from this MoU, will be included as binding addendums to this original MoU.

# 5.2 Exchange of faculty members and research employees.

5.2.1 The number, timing and duration of such exchanges may vary according to the needs of the particular programme

- 5.2.2 Sharing of library resources such as research papers, indices, books and magazines on relevant subjects where possible and appropriate, this will have to comply with both parties' policies on copyright and intellectual property rights.
- 5.2.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
- 5.2.4 Extending invitations for attending scholarly and technical meetings and assisting in making arrangements for attending national and international conferences.
- 5.2.5 Each institution will be responsible for all travel and accommodation arrangements for its own employees.
- 5.2.6 The exchange of any personal information regarding any employees will be with consent and in accordance with any privacy legislation or data protection legislation.

# 5.3 Exchange of Students

- 5.3.1 Separate partnership agreements shall govern supervision of students studying abroad.
- 5.3.2 The University where the students are enrolled at will screen student applications and recommend students to the partner institution for an invitation; these students will be screened in line with both parties' academic regulations.
- 5.3.3 Transcripts of results will be provided to the institution where the student is registered, soon after the completion of the exchange after the necessary consent was obtained from the student
- 5.3.4 Students will perform duties in the relevant academic department as agreed upon by the departmental supervisor.
- 5.3.5 Each student will register and pay tuition and required fees at the University where the students are enrolled. The partner institution will waive tuition if the student follows the agreed upon academic programme, which may include limited choices made at the institution hosting that student, even after commencement of the exchange, negotiated with the contact person at the partner institution.
- 5.3.6 Students enrolled at the partner institution will be subject to the same rules and regulations as local students. Students will be eligible for all the services and rights normally provided to locally enrolled students.

- 5.3.7 Each student will be responsible for arranging the necessary relevant immigration requirements (e.g. a study permit). Parties agree to assist where necessary with the application of visas.
- 5.3.8 Students are responsible for costs of accommodation, international and local travel in host country, books, equipment, health insurance and other expenses arising out of the exchange.
- 5.3.9 The partner institution may refer an exchange student for language assessment if necessary/applicable.
- 5.3.10 The exchange of any personal information regarding any students will be with consent and in accordance with any privacy legislation or data protection legislation.

# 6. Indemnity

- No party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury or damages which may be sustained as a result of this Agreement, unless there is negligence on the part of that party.
- 6.2 The Parties hereby indemnifies and holds harmless the other Party against any claim, liability, loss, proceedings, expense and costs of whatsoever nature (save and to the extent caused by the negligence or intentional act(s) (whether direct or indirect, consequential or otherwise).

# 7. Programme Specific Agreements

- 7.1 This MoU is designed to facilitate development of mutually beneficial exchanges/programmes and to promote research and educational relationships.
- 7.2 Before any of the activities referenced above may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Programme Specific Agreement").
- 7.3 The term of such Programme Specific Agreements shall not extend beyond three 3 years in length unless specifically agreed upon and in the event of a period longer than 3 years needs to comply with all relevant policies and procedures.

# 8. Funding

8.1 The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each

- activity shall be negotiated prior to entering into a Programm Specific Agreement related thereto.
- 8.2 The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken pursuant to this MoU.

# 9. Confidentiality.

Both parties acknowledge that any information disclosed by or on behalf of any of the parties which is not in the public domain is confidential and may not be used or disclosed to any other party (whether before or after the termination of this MoU) for any reason whatsoever save as strictly necessary for the due and effectual collaboration under this Agreement.

#### 10. Cancellation

- 10.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum, the other party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum, by giving two (2) months written notice.
- 10.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

# 11. Intellectual Property

- 11.1 Both parties agree that any intellectual property belonging to an institution, which may include but will not be limited to the following: research material, publications, articles and other academic materials, will belong to that institution and no other party will have a claim against such intellectual property.
- 11.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular departmental MoU or the specific institutional policies on intellectual property or legislation.
- 11.3 In the event of any of the parties wanting to use the jointly owned research for any further purpose i.e. delivering of papers and publishing of academic articles, the other party's written consent will be obtained.

#### 12. General considerations

- 12.1 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 Parties through the liaison officers specified by the parties prior to the initiation of the particular activity or programme.
  - The terms in this MoU are subject to the appropriate approval of the competent authority as per the law of the land prior to the initiation of particular program or activity.
- 12.2 The activities under the MoU will be undertaken by specific appointees from each institution.
- 12.3 For the sake of clarity, both parties confirm that this will be a binding MoU.
- 12.4 Any amendment of and/or modification to the MoU will require the written approval from both Parties.
- 12.5 The termination of this MoU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 12.6 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data protection legislation.
- 12.7 Exchange of academic information and materials, publications, research databases, and courseware, will comply with UJ's policy on access to information as well as all relevant legislation pertaining to access to information.
- The Parties and each of its owners, affiliates, officers, directors, employees and agents acting under its instructions and/or influence and taking actions in furtherance of this Agreement, will comply with all applicable anti-corruption laws, including the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 of the Republic of South Africa, the U.S. Foreign Corrupt Practices Act of 1977, the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act of 1999 and the UK Bribery Act 2010 to the extent that they are applicable and the Parties also agrees to adhere to any other applicable anti-bribery and anti-corruption laws and regulations applicable in the Republic of South Africa (collectively, the "Applicable Anti-Corruption Legislation"). Any non-compliance with any applicable anti-corruption legislation might be an acceptable reason to terminate this agreement.
- 12.9 In the unlikely event of any litigation such litigation will take place in the country of the aggrieved party.

12.10 In the unlikely event of any dispute between the parties, the parties will use their best endeavors to resolve the dispute amicably. Should the dispute not be resolved within a reasonable time and it is considered to be of a serious nature, the aggrieved party may inform the other party of its intention of arbitration. Such arbitration will take place in the country of the aggrieved party and that

country's arbitration legislation will take precedence.

# 13. DOMICILIA CITANDI et EXECUTANDI

13.1 The parties choose as their *Domicilium Citandi et Executandi* for all purposes under the MoU, whether in respect of notices or other document communication of whatsoever, the following addresses:

# 13.1.1 University of Johannesburg

# **Physical Address**

Faculty of Law
Auckland Park Kingsway Campus
Cnr Kingsway and University Road
Auckland Park
2092

# Post address

PO Box 524 Auckland Park 2006

# **Contact Persons:**

**Prof CF Hugo** 

Telephone: + 27 11 559 4077

E-mail: chugo@uj.ac.za

and

Dr EJ Marais

Telephone: +27 11 559 3846 E-mail: eimarais@uj.ac.za

# 13.1.2 The Institute of Law, Nirma University

# Physical address:

Institute of Law, Nirma University

Sarkhej - Gandhinagar Highway, Ahmedabad - 382481

Gujarat, India

# Contact person:

Dr. Purvi Pokhariya!

Director, Institute of Law, Nirma University

Tel: +917930642802

Email: director.il@nirmauni.ac.in

and

# Contact person:

Dr. Mehul R. Naik

Head, International Relations, Nirma University

Tel: +917930642421

Email: mehul.naik@nirmauni.ac.in

- 13.2 All notices and any other communications by either Party in terms of this Agreement or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile to the recipient Party at its relevant address.
- 13.3 Either Party may, by written notice to the other Party, change any of the addresses at which, (or the designated person for whose attention) those notices or other communications are to be given.
- 13.4 Any notice or other communication given by any Party to the other Party which:
- 13.4.1 is sent by registered post to the addressee at its specified address shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of posting; or
- 13.4.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be deemed to have been received by the addressee at the time of delivery; or
- 13.4.3 is transmitted by way of email to the above mentioned email addresses, shall be deemed to have been received by the addressee on the day of sending the

Δn	$n \circ$	H.

13.5 The provisions of this clause shall not invalidate any notice or other communication actually given otherwise than as described in these provisions.

# 14. Signatories

Signed at MILLIAMS PATIL on this 6	day of OCTOBER 20178 Light
PROF LG MPEDI  Executive Dean  Faculty of Law  Prof	Date: 8 OCTOBER 7018
In his capacity as Executive Dean of the Facul For: University of Johannesburg	ity of
Witness:	
Signed at Ahmedabad, Gujarat on this Sixth da	ay of July 2018
Prof. Purvit Pokhariyal In her capacity as Director, Institute of Law For: Nirma University	Date: 06 <sup>th</sup> July 2018
Witness	<del></del>



# AGREEMENT FRAMEWORK OF MUTUAL COOPERATION BETWEEN INSTITUTE OF ARCHITECUTE & PLANNING, NIRMA UNIVERSITY (INDIA)

# THE ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES (FRANCE)

AND

That INSTITUTE OF ARCHITECUTE & PLANNING, NIRMA UNIVERSITY, AHMEDABAD (INDIA) and ECOLE SUPÉRIEURE NATIONALE D'ARCHITECTURE DE NANTES, have mutual interest in creating friendship, understanding and cooperation bonds to implement a general structure that strengthens and expands cultural and educational agreements between both universities.

Considering that both parties are bound by various cultural and educational interests and goals, henceforth collectively known as the parties:

Of the one part, Institute of Architecture & Planning, Nirma University, represented by its Director Prof. Utpal Sharma and the École Nationale Supérieure d'Architecture de Nantes, represented by its Director Christian DAUTEL on the other part, acting in function of their respective positions and in exercise of the faculties they are conferred, agree to subscribe the present agreement of cooperation.

We have agreed to conclude this GENERAL AGREEMENT, which will be formalized through specific agreements subscribed by the Legal Representatives of the Respective Institutions that will be governed according to the purpose and by the stated clauses, and in regard to the unexpected events under the following clauses:

# FIRST. PURPOSE OF THE AGREEMENT

To establish cooperation between the partner institutions for the joint development of academic, cultural, scientific and technical activities, in accordance with the basic functions of higher education, such as teaching, research and the extension of all the areas of reciprocal interest.

# SECOND. EXECUTION

To achieve the indicated goals, both parties shall develop specific agreements, signed by the legal representatives of the parties, and containing name and purpose of the activities, schedule, and budgets for each activity. Each party will assign persons in charge of monitoring and accomplishment the commitments.

#### THIRD. ACTIVITIES

- a. Exchange of Professors, Researchers and Students.
- b. Education and perfectioning of professors and researchers.
- Studies and joint research.
- d. Courses, conferences and workshops, among others.
- Development and exchange of joint publications, and any other activity that both institutions consider important to achieve the goals of this agreement.
- Action research: workshops, summer school, dematerialised classes and distance learning.

# FOURTH. THE PARTICIPANTS

Participants in the activities covered by this Agreement are subject to the rules of the university where they operate. The selection of participants for the exchange activities, for any reason, from one university to another will be held under the rules of the home university, subject to acceptance by the host university.

# FIFTH. THIRD PARTIES

Both parties may agree to request the participation of third parties to assist in the financing, implementation, coordination, monitoring and evaluation of programs and projects related to this Agreement.

# SIXTH. JOINT OBLIGATIONS OF THE PARTIES

- To respect the principles, policies and rules generally applied in each one of the institutions involved, in regard to the agreement.
- To contribute according to the available budget, with the resources required to achieve the purposes of this agreement.
- c. To be responsible for the security of the tools, facilities, materials and equipment used for the development of the agreement and be responsible for their good management.
- d. It is understood that the obligations arising from this Agreement are institutional and therefore the parties involved do not take individual work commitments with officers or contractors, of the other party participating in the Agreement. They are not responsible for services or obligations resulting from accidents or occupational or common diseases. This restriction includes emergency services, whose costs for staff or contractors will be covered by regulations of each of the parties.
- Students who apply for an academic exchange will not pay any tuition fee at the
  Host University. All payments related to this topic should be made at the Home
  University.
- f. However, French social Security Laws oblige foreign students, even in case of bilateral agreements to pay Social Security Fees (approximately 210 euros) when there is no agreement between France and the Foreign Country.
- g. To attempt to achieve all the proposed goals.
- To inform the other party about the administrative decisions related to the development of the agreement.
- To ensure the correct use of equipment and other implements provided by the parties for the scientific activities for the development of the activities of the Agreement.

#### SEVENTH, AGREEMENT APPLICANTS

The present agreement is signed at the request of: École nationale supérieure d'architecture de Nantes, Christian DAUTEL, Director and Institute of Architecture & Planning, Nirma University, Prof. Utpal SHARMA, Director

#### **EIGHTH, CESSION**

Neither one of the parties may cede all or part of this agreement.

# NINTH, INTELLECTUAL PROPERTY

Intellectual Property rights generated or transmitted during the implementation of cooperation activities under this agreement shall be governed in accordance with domestic law of each institution and according to international agreements signed by the countries.

#### TENTH. DISPUTE RESOLUTION

Any dispute arising from the interpretation or application of this Agreement will be resolved through direct negotiation. The parties may propose modifications unilaterally by written notice at any time, which may be implemented, if there is mutual agreement and if that doesn't affect in any way the acquired rights, obligations, or activities running at that time.

#### ELEVENTH, DURATION AND TERMINATION OF THE AGREEMENT

This Agreement will be effective as from the date of signature and will last five (5) years, renewable automatically for equal periods, unless one of the parties notify to the other its intention to terminate the agreement or derivatives, this announcement shall be a written notification given at least six (6) months before the termination of the agreement.

#### TWELFTH, VALIDATION

This agreement is validated with the signature of the parties.

As evidence of this cooperation agreement, two originals shall be signed with the same content and in the respective languages of the countries of the parties.

INDIA, Ahmedabad, 28/06/2018

FRANCE, Nantes, 28/06/2018

Utpal SHARMA

Director

Christian DAUTEL

Director

INSTITUTE OF ARCHITECTURE

PLANNING, NIRMA UNIVERSITY

ÉCOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES

Nirma University Institute of Architecture & Planning Sarkhej-Gandhinagar Highway, Via-Gota, Near Chharodi, Post. Chandiodia, Ahmedabad - 382481.



# A. Information about higher education institutions

Name of the institution (and department, where relevant)	Contact details <sup>1</sup> (email, phone)	Website (eg. of the course catalogue)
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	director.ia@nirmauni.ac.in +91 - 2717-241911 - 15 Mob: +91 98250 82808 Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481 (India)	http://www.nirmauni.ac.in
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	celine.bertron@nantes.archi.fr: +33 2 40 16 01 33 International relations department 6 quai François Mitterrand BP 16202 44262 Nantes cedex 2 France	http://www.nantes.archi.fr
	christian.dautel@nantes.archi.fr Director	LILIUNE ANS

# B. Mobility numbers per academic year

Name of the institution	Subject area name *	Study cycle [short cycle, 1 <sup>st</sup> , 2 <sup>nd</sup> or 3 <sup>rd</sup> ] *	Number of student mobility periods Student Mobility for Studies [total number of months of the study periods or average duration*]
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	Architecture	1 <sup>st</sup> , 2 <sup>nd</sup> cycle	3X10=30 Or 3X5 1er semester and 3X5 2d semester
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	Architecture	1 <sup>st</sup> , 2 <sup>nd</sup> cycle	3X10=30 Or 3X5 1er semester and 3X5 2d semester

FROM TO Subject area name Number of staff mobility periods

[Name of the sending institution] [Name of the receiving institution] Staff Mobility for Teaching

[total number of days of teaching periods or average duration \*]

Cul

French social Sécurity Laws oblige foreign students, even in case of bilateral agreements to pay Social Sécurity Fees (approximately 215 euros per year from September to august) when there is no agreement between France and the Foreign Country. A scholarship student of his government will be exempted from paying this sum.

# E. Calendar

1. Applications/information on nominated students must reach the receiving institution by:

Receiving institution [Name of the institution]	Autumn term* [month]	Spring term* [month]
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	June 15 <sup>th</sup>	December 15 <sup>th</sup>
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	June 15 <sup>th</sup>	November 15 <sup>th</sup>

- 2. The receiving institution will send its decision within [6] weeks.
- 3. Academic calendar

Receiving institution [Name of the institution]		
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	July 15 <sup>th</sup> to December 23 <sup>rd</sup>	January 5th to May 28th
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	September 15 <sup>th</sup> to February 5 <sup>th</sup>	February 15 <sup>th</sup> to July 7 <sup>Th</sup>

A Transcript of Records will be issued by the receiving institution no later than [5] weeks after the assessment period has finished at the receiving institution.

ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	Architecture	1 X 5 days
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	Architecture	1 X 5 days

# C. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period:

Name of the institution	Subject o	Language of instruc-	Language of instruction 2	Recommended language of instruction level <sup>2</sup>	
	area	tion 1		Student Mobility for Studies [Minimum recommended level: B1]	Staff Mobility for Teaching [Minimum recommended level: B2]
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD		English	English	3 <sup>rd</sup> Year onwards	B2 (Assistant Professor)
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES		French	English Only one architectural project is taught in french and english	A2	B2

# D. Additional requirements

[Please specify whether the institutions have the infrastructure to welcome students and staff with disabilities.]

"Ensa student disabilities" service, offer of the assistance and organize, if required, assistance or possible timetable adjustments, to allow disabled students to complete their exchange's period in the best possible conditions.

# F. Information

# 1. Grading systems of the institutions

In the French university system, each course unit is graded on a scale from 0 to 20 points. The French examinations are noted on 20. Except the competitions, the obtaining of the mark 10 allows to make a success of the test. A system of grades (passable, well enough, well, very well) ranks (organizes into a hierarchy) the degree of success.

In the Institute of Architecture & Planning, Nirma University, the performance level of the student in any subject will be adjudged in terms of the letter grades given below:

Grade (G)	Qualitative Meaning (GQ)	Equivalent Grade Point (g)
A+	Excellent	10
Α	Creditable	. 9
B+	Very Good	8
В	Good	7
C+	Satisfactory	6
С	Average	5
D	Conditional Pass	4
IF	Interim Fail	0
FF	Final Fail	0

# 2. Visa

Institution [Name of the institution]	Contact details (email, phone)	Website for information	
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	director.ia@nirmauni.ac.in +91 - 2717-241911 - 15 Mob: +91 98250 82808 Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481 (India)	http://www.nirmauni.ac.in	
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	celine.bertron@nantes.arhi.fr	http://www.diplomatie.gouv.fr	

# 3. Insurance

Institution [Name of the institution]	Contact details (email, phone)	Website for information
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	director.ia@nirmauni.ac.in +91 - 2717-241911 - 15 Mob: +91 98250 82808 Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481 (India)	http://www.nirmauni.ac.in
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	celine.bertron@nantes.archi.fr	12 euros are requested for ensa nantes, this covers any accidents that might occur in the pursuit of academic activities

# 4. Housing

Institution [Name of the institution]	Contact details (email, phone)	Website for information
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	director.ia@nirmauni.ac.in +91 - 2717-241911 - 15 Mob: +91 98250 82808 Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481 (India)	http://www.nirmauni.ac.in  We have a University Guest House with 18 rooms for foreign students and 8 roomd for Professors.
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	nathalie.aknin@nantes.archi.fr	CROUS www.crous-nantes.fr to get information We have an agreement with CROUS. So we can offer 55 rooms for foreign students.

# G. SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Name of the institution]	Name, function	Date	Signature <sup>3</sup>
INSTITUTE OF ARCHITECTURE & PLANNING NIRMA UNIVERSITY AHMEDABAD	Director Utpal SHARMA	28 / 06 / 2018	Nirma University Institute of Architecture & Plant Sarkhej-Gandhinagar Highwa Via-Gota, Near Chharodi, Post, Chandiodia,
ECOLE NATIONALE SUPERIEURE D'ARCHITECTURE DE NANTES	Director Christian DAUTEL	28 / 06 / 2018	Ahmed abad - 382481.  Ahmed abad - 382481.  y your François Mitterrand By 16202 44262 Nantes Cedex 2 ensa@nantes archi.fr oz 40 16 01 21 www.nantes archi.fr





# FRAMEWORK AGREEMENT FOR SCIENTIFIC COOPERATION BETWEEN UNIVERSITÀ DI TORINO DEPARTMENT OF DRUG SCIENCE AND TECHNOLOGY AND NIRMA UNIVERSITY

INSTITUTE OF PHARMACY

Università di Torino (UniTO), Department of Drug Science and Technology, represented by the Rector Prof.Gianmaria Ajani, on one side

# **AND**

Nirma University, Institute of Pharmacy, represented by the Director Dr. Manjunath Ghate on the other

# AGREE AS FOLLOWS:

# 1. Purposes

This agreement sets out the basis for joint didactic and/or scientific activities within the following disciplinary fields: Analytical Chemistry, Biochemistry and Molecular Biology, Medicinal Chemistry, Organic Chemistry, Pharmaceutical Biology and Food Chemistry, Pharmaceutical Technologies, Pharmacology and Physiology.

# 2. Subject of collaboration

The Institutions, for this purpose, agree to enhance the collaboration by implementing joint and coordinated didactic and research programs, including:

- Research projects and initiatives of common interest;
- Teachers, researchers, PhD students, students, administrative and technical staff mobility;
- Joint use of laboratories, infrastructures, libraries, etc.;
- Joint participation to meetings, conferences, symposia;
- Sharing of information, scientific publications and other didactic and scientific tools of common interest;
- Dissemination of scientific results obtained from collaboration;
- Collaboration through any other mean that may be useful to achieve common purposes.

# 3. Financial obligations

The Institutions commit to find, whether necessary, the financial resources in order to achieve the abovementioned purposes.

Both Parties agree that all financial obligations should be negotiated in advance and will depend on funding availability.

Financial burden related to the activities covered by this cooperation agreement will be charged on the single Department directly involved in the initiative, unless otherwise agreed.

# 4. Insurance coverage

Each person involved in the activities set out in this agreement must be covered by an insurance for civil liability, usually paid by the home Institution.

Within the limits of the policy general and specific conditions, the insurance provides protection for accidents connected to institutional activities and duties previously authorized, in accordance with internal existing regulations, and carried out inside the university premises or third parties' premises.

This agreement does not provide coverage for medical and health costs. Each person involved must assume the related financial burdens.

# 5. Intellectual property

Technical and scientific results obtained within this agreement and the related rights will be owned by the Party generating them. Should the Parties reach such results jointly, the royalties will be co-owned. Each Party shall grant a free non-exclusive license to the other Party for the non-commercial use of the joint results.

A Party intending to publish any results generated in the framework of this agreement shall duly mention the name and participation of the other Party. Publication activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the results.

At least 30 days prior notice of any publication activity shall be given to the other Party concerned, including sufficient information concerning the planned publication activity. The notification shall be given, via email, to the designate scientific Responsible of the Agreement.

Within 15 days of the notification the other Party may object to the envisaged publication activity if it considers that it can damage its legitimate interests.

In such cases, the publication activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

# 6. Dispute resolution

Any conflict that may arise between the signing Institutions, regarding interpretation, non-validity, execution, modification, termination of this agreement, will be settled amicably and by negotiation.

If the parties cannot achieve an agreed solution, the dispute should be submitted to the unappeasable decision of an Arbitration Committee. This will be appointed ad hoc and it will be composed by at least three members. Each Party will appoint one of the members; these, in turn, will appoint by mutual agreement a third member acting as President.

# 7. Contacts

UniTo	Nirma University
Scientific Responsible of the Agreement	Scientific Responsible of the Agreement
Name: Donatella	Name: Prof. Manjunath D. Ghate
Surname: Boschi	Email: director.ip@nirmauni.ac.in
Email: donatella.boschi@unito.it	Phone: +9179 - 30642713
Phone: 0039 011 6707195	Department: Institute of Pharmacy
Department: Drug Science and Technology	
Administrative Contact Person	Administrative Contact Person
Name: Livia	Name: Dr.Mehul Naik
Surname: Greco	Email: mehul.naik@nirmauni.ac.in
Email: internationalpartnerships@unito.it	Phone: +9179 - 30642421
Phone: +39 011 670 4390	Department: International Relations Office
Office: International Relations Office	_

# 11. Term, amendments, renewal

This agreement is valid for five years starting from the date of last signature by the Legal representatives of the contracting Institutions and upon approval of competent Academic Bodies. Any amendment to this agreement must be approved in writing by both Institutions. This agreement can be renewed for an equal period, by mutual written approval.

# 12. Drafting and signature

This agreement, written in English and Italian, is signed in two copies equivalent texts. Each Institution will keep at least one copy in each language.

Toring, 15

Università di Torino

The/Rector

Prof. Gianmaria Ajan

Ahmedabad,

Nirma University, Institute of Pharmacy

Director

Prof. Manjunath D Ghate





# ACCORDO QUADRO DI COOPERAZIONE SCIENTIFICA TRA

L'UNIVERSITA' DI TORINO

DIPARTIMENTO DI SCIENZA E TECNOLOGIA DEL

FARMACO

 $\boldsymbol{E}$ 

NIRMA UNIVERSITY
INSTITUTE OF PHARMACY

L'Università degli Studi di Torino (UniTO), Dipartimento di Scienza e Tecnologia del Farmaco, rappresentata dal Prof. Gianmaria Ajani, Rettore, da una parte

E

Nirma University, Institute of Pharmacy, rappresentata da Dr. Manjunath Ghate, Direttore, dall'altra parte

# CONVENGONO SU QUANTO SEGUE:

# 1. Obiettivi

L'obiettivo del presente accordo consiste nel porre le basi per realizzare attività congiunte didattiche e/o scientifiche nei seguenti ambiti disciplinari: Chimica Analitica, Biochimica e Biologia Molecolare, Chimica Medicinale, Chimica Organica, Biologia Farmaceutica e Chimica degli alimenti, Tecnologie Farmaceutiche, Farmacologia e Fisiologia.

# 2. Oggetto della collaborazione

A questo scopo le Istituzioni si accordano per consolidare i propri rapporti di collaborazione, attraverso la realizzazione congiunta e coordinata di programmi di didattica e di ricerca, tra cui:

- Realizzazione di progetti di ricerca e iniziative di comune interesse;
- Mobilità di docenti, ricercatori, dottorandi, studenti e personale tecnico-amministrativo;
- Utilizzo congiunto di laboratori, infrastrutture, biblioteche etc.;
- Partecipazione congiunta a conferenze, simposi, congressi:
- Condivisione di informazioni, pubblicazioni scientifiche e altro materiale didattico e scientifico di interesse per entrambe le Istituzioni;
- Disseminazione dei risultati ottenuti dal lavoro in cooperazione;
- Collaborazione con ogni altro mezzo che possa risultare utile al raggiungimento degli obiettivi comuni.

# 3. Oneri finanziari

Allo scopo di raggiungere gli obiettivi sopra menzionati, le due Istituzioni si impegnano a reperire, qualora necessario, i mezzi finanziari utili allo svolgimento delle attività oggetto della collaborazione. Entrambe le parti concordano che tutti gli oneri finanziari dovranno essere negoziati in anticipo e dipenderanno dalla disponibilità di fondi.

L'onere della spesa relativamente alle attività oggetto del presente accordo di cooperazione, graverà sulle singole strutture universitarie direttamente coinvolte nell'iniziativa, salvo diversamente stabilito.

# 4. Copertura assicurativa

Ogni soggetto coinvolto nelle attività previste dal presente accordo dovrà essere coperto da un'assicurazione per responsabilità civile, di norma a carico delle Istituzioni di appartenenza. La polizza tutela gli assicurati, entro i limiti prefissati dalle condizioni generali e particolari ivi indicate

per gli infortuni subiti nello svolgimento delle attività e competenze istituzionalmente previste dall'Università e preventivamente autorizzate, in relazione al proprio ordinamento, svolte presso sedi proprie o sedi di terzi.

Non sono previste polizze per il rimborso delle spese medico-sanitarie. Gli interessati dovranno, pertanto, provvedere con oneri a proprio carico.

# 5. Proprietà intellettuale

I risultati tecnico-scientifici ottenuti nell'ambito del presente accordo e i diritti che da essi derivano saranno di proprietà della parte che li genera. Qualora le parti raggiungano congiuntamente i risultati di cui sopra, essi spettano in comproprietà a entrambe le parti. Ciascuna delle parti garantirà una licenza non esclusiva a titolo gratuito al proprio partner per un uso non commerciale dei risultati ottenuti congiuntamente.

Nel caso in cui una delle due parti decida di pubblicare i risultati ottenuti nell'ambito del presente accordo, dovrà menzionare il nome e la partecipazione dell'altra parte.

Le attività di pubblicazione dovranno essere conformi alle disposizioni in materia di proprietà intellettuale, obblighi di riservatezza e interessi legittimi dei proprietari dei risultati. La parte che intende pubblicare dovrà dare alla controparte un preavviso di almeno 30 giorni e informazioni sufficienti in merito alle attività di pubblicazione pianificate. La notifica dovrà essere data via mail al responsabile scientifico dell'accordo.

Entro 15 giorni dalla notifica la controparte potrà obiettare alla pubblicazione qualora ritenga che questa possa ledere i propri interessi legittimi.

Nel caso in specie, non si potrà procedere con la pubblicazione, salvo che siano adottate misure volte a salvaguardare gli interessi legittimi di tutte le parti coinvolte.

# 6. Risoluzione delle controversie

Qualunque conflitto che dovesse sorgere tra le due Istituzioni firmatarie del presente accordo riguardante l'interpretazione, l'invalidità, l'esecuzione, la modifica e il termine del presente accordo, sarà risolto amichevolmente e tramite negoziazioni.

Qualora non sia possibile la soluzione concordata di tali questioni, esse saranno sottoposte alla decisione inappellabile di una Commissione Arbitrale nominata ad hoc e composta da almeno 3 membri. Ciascuna parte designerà uno dei componenti e questi, a loro volta, provvederanno di comune accordo alla nomina di un terzo membro con funzione di Presidente.

# 7. Referenti e contatti

UniTo	Nirma University	
Referente scientifico dell'accordo	Referente scientifico dell'accordo	
Nome: Donatella	Nome e Cognome: Prof. Manjunath D.	
Cognome: Boschi	Ghate	
Email: donatella.boschi@unito.it	Email: director.ip@nirmauni.ac.in	
Telefono: +39 011 6707195	Telefono: +9179 - 30642713	
Dipartimento: Scienza e Tecnologia del	Dipartimento: Institute of Pharmacy	
Farmaco		
Referente amministrativo	Referente amministrativo	
Nome: Livia	Nome e Cognome: Dr. Mehul Naik	
Cognome: Greco	Email: mehul.naik@nirmauni.ac.in	

Email: internationalpartnerships@unito.it

Telefono: +39 011 670 4390

Ufficio: Sezione Relazioni Internationali

Telefono: +9179 - 30642421

Dipartimento: International Relations Office

# 8. Durata, modifica e rinnovo

Il presente accordo avrà una durata di cinque anni dalla data di apposizione dell'ultima firma da parte del legale rappresentante delle due Istituzioni e previa approvazione dei competenti Organi Accademici. Ogni modifica del presente accordo richiede l'approvazione scritta delle due Istituzioni. Il presente accordo potrà essere rinnovato per un periodo equivalente alla durata sopra indicata, attraverso reciproca approvazione scritta delle due Istituzioni.

# 9. Redazione e firma

Il presente accordo, redatto in lingua inglese e italiana, è firmato in quattro copie equivalenti, di cui almeno una copia in ogni lingua verrà conservata presso ogni Istituzione.

Torino,

Università degli Studi di Torino

Il Rettore

Prof. Gianmaria Ajani

Ahmedabad,

Nirma University, Institute of Pharmacy

Il Direttore

Prof. Manjunath D Ghate

### MEMORANDUM OF AGREEMENT

between

The Institute of Architecture and Planning of Nirma University, Ahmedabad, India, hereafter referred to as IAPNU, Institute under Nirma University, a Statutory University established under a special act passed by the Gujarat State Legislative Assembly, recognised by the University Grants Commission (UGC) under Section 2 (f) of the UGC Act located at Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481.

and

The *Ecole d'architecture de la Ville et des Territoires* à Marne-la-Vallée, France based on the spirit of reciprocity, agree to co-operate in the area of education and research in order to strengthen ties between both the institutes and promote academic and cultural interchange.

The following are some of the areas where collaborations can take place:

## 1. JOINT RESEARCH

Joint research projects between staff members of the two sides will be encouraged

- 1.1 These could be in the form of Summer-Winter Schools on studios, design charrettes and policy research
- 1.2 Study Tours for documenting Public Spaces in both the context
- 1.3 Exchange of research materials, publications, information and archival resources will be strongly encouraged.
- 1.4 Proposals for joint research projects between staff members of the two sides will be encouraged and approval given, after both schools have fully discussed the validity of the research program and agreed on the costs.

#### 2. FACULTY EXCHANGE

- 2.1 Core and Visiting Faculty Members/ Researchers shall take part in knowledge exchange conferences, workshops and symposia
- 2.2 Workshop based Course and Curriculum Development could be undertaken between partner institutions
- 2.3 Teaching and/or research activities by faculty could be taken up for up to two semesters.
- 2.4 A resident researcher program may be worked out so that faculty may spend a few months of their PhD research period in the partner institution. It may or may not involve a teaching fellowship.

Page Lof 4

- 2.5 Faculty and researchers from each of the institutions could also become coguides for dissertations. Co-supervision of theses and dissertations shall be the object of a specific instrument to be executed between the concerned parties.
- 2.6 Health insurance coverage must be arranged by the faculty member/researcher in his/her country of origin.
- 2.7 Salaries shall be paid by the institution of origin.

#### 3. STUDENT EXCHANGE

- 3.1 For the purpose of this agreement, "Home institution" shall mean university at which the student intends to graduate and "Host institution" shall mean the university which has agreed to receive the exchange students from the Home institution.
- 3.2 Student exchange shall be encouraged with a one-for-one exchange of students from both the institutes and for the same, Credit Transfer system would be worked out.
- 3.3 Undergraduate and Graduate Students shall be pre-selected by their Home institution based on their academic excellence. The Host institution shall be responsible for the final acceptance.
- 3.4 Each student shall follow a course of studies jointly agreed between the two institutions.
- 3.5 Students accepted by the Host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the Host institution, and shall comply with them in the same manner as the regular students thereof.
- 3.6 The students must complete at least two years of continuous study at the Home institution before the exchange year.
- 3.7 The student's stay shall not exceed one academic year, except in the case of double degree programs.
- 3.8 The institutions shall mutually agree to the number of students to be involved in the exchange program.
- 3.9 Any academic credit earned at the Host institution may be transferred back to the Home institution in accordance with procedures determined by the latter. IAPNU students will visit the Host institution during internship semester and the students' work would be evaluated by faculty members at the IAPNU as per the approved assessment scheme.
- 3.10 Health insurance coverage must be arranged by the student in his/her country of origin before his/her arrival at the Host institution.

The IAPNU and the EAVT, will send exchange students to the other each year during the term of this agreement.

The state of the s

Page 2 of 4

AS

Both institutions will review the program annually for any imbalances in the number of students, and, by mutual agreement, adjust the numbers of students exchanged from year to year, as necessary, to maintain a well-balanced exchange.

## 4. SELECTION OF PARTICIPANTS

- 4.1 The Home institution will screen its applicants for the exchange. At least four months before the start of the academic year/semester, each institution will send to the other the applications for exchange. The Host institution will reserve the right to make final judgments on admission of students nominated for the exchange.
- 4.2 Each institution may recommend alternates in case a nominated student either drops out or is not approved by the Host institution.
- 4.3 The students must complete at least two years of continuous study at the Home institution before the exchange year.

### 5. RESPONSIBILITES OF THE INSTITUTES

- 5.1 Each of the Institutions will agree to accept the prescribed number of exchange students, (need to be specified for the two regular semesters of the academic year or for one semester only).
- 5.2 Host institutions will provide appropriate counseling and other assistance to the exchange students from the Home institution.
- 5.3 Exchange students will be given assistance in finding appropriate housing.
- 5.4 At the end of each academic term, the Host institutions shall send an official written progress assessment for each exchange student studying there.

## 6. FINANCES AND SERVICES

- 6.1 All exchange students must enroll and pay tuition and other fees to the Home institution. They will not be required to pay these fees to the Host institution.
- 6.2 The Host institution will provide the documents needed for the visa.
- 6.3 In financial terms, the participating students will be responsible for the following:
  - a) Accommodation and living expenses.
  - b) Medical insurance and any other medical expenses not covered by the medical insurance.
  - c) Textbooks and personal expenses.
  - d) Passport and visa cost.
  - e) Any debts incurred during the course of the exchange.

7. VALIDITY OF THE AGREEMENT

AS

7.1 The terms in this MoU are subject to the appropriate approval of the competent authority as per the law of the land prior to the initiation of particular program or activity.

7.2 This memorandum goes into effect for five years upon signing by both sides. Should any amendments become necessary, written and signed memoranda from both sides will be required.

7.3 Further, this memorandum shall be renewed if both universities so desire after five years.

7.4 Either university can terminate this memorandum unilaterally by a written notification. The termination in such case will go into effect six months after such notification.

7.5 And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in French, to one and same effect.

Professor Utpal Sharma

Dean of IAPNU, Nirma University, Ahmedabad, India

Date: 16 [10]20/8

Madame Amina Sellali

Directrice de l'Ecole d'architecture de la Ville et des Territoires

Date: 15/10/2018

# **MEMORANDUM**

**OF** 

## **UNDERSTANDING**

Between

# STRATHMORE UNIVERSITY

And

# NIRMA UNIVERSITY, INSTITUTE OF LAW

2018

This Memorandum of Understanding is between <u>Strathmore University</u> (SU), a private university established by Charter whose address is Madaraka Estate, Ole Sangale Road Post Office Box Number 59857-00200 Nairobi aforesaid (hereinafter referred to as "SU" which expression shall where the context so admit include its successors and assigns) of the first part, and <u>Institute of Law, Nirma University</u> (ILNU) whose postal address is Institute of Law, Nirma University, Sarkhej – Gandhinagar Highway, Ahmedabad – 382481, Gujarat, India (hereinafter referred to as "ILNU" which expression shall where the context so admit include its successors and assigns) of the second part

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING undertake to establish a framework of co-operation and for any other collaborative activities as the parties may from time to time agree on. The parties hereby agree as follows:

### **ARTICLE 1**

#### **PURPOSE**

The purpose of this Memorandum of Understanding ("MOU") is to establish a framework of collaboration between ILNU and SU for the development of student exchange programmes, joint research and faculty exchange and other areas which the parties may agree on from time to time. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of another Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of another Party.

## **ARTICLE II**

## **OBJECTIVES**

The following are specific objectives of this MOU: ILNU and SU will collaborate:

- Faculty and Student exchange (of undergraduate and/or post-graduate students)
   programmes
- Joint research among faculty, students, administrators and managers
- Joint conferences and workshops
- Visits by faculty, professional staff and students
- Admission into post-graduate programmes of either institution provided they meet the necessary entry requirements
- Other areas of co-operation as may be agreed upon by the parties in writing from time to time.

#### **ARTICLE III**

## **SCOPE OF THE MOU**

- 1. The MOU governs the broad objectives and conditions of the collaboration.
- 2. Detailed specific agreements of each collaborative activity shall be developed within the provisions of the MOU and shall be annexed to the MOU.

#### **ARTICLE IV**

## **AREAS OF COLLABORATION**

- 1. SU wishes to collaborate with ILNU in the following areas:
  - (a) Development of a student exchange program where two/three undergraduates or graduates in the fields of law at Strathmore University in the period between

January and April every year are hosted in India by the Institute of Law, ILNU so that they can acquire an in depth knowledge of law in the English Language;

- (b) Development of a faculty exchange program.
- (c) Any other area as the parties may agree on.
- 2. ILNU wishes to collaborate with SU in the following areas:
  - 1) STUDENT EXCHANGE: The details shall be captured in a separate written agreement to be signed between the parties.
  - 2) FACULTY EXCHANGE. The details shall be captured in a written agreement to be signed between the parties.
  - 3) Any other area as the parties may agree on
  - 4) Each party shall be fully responsible financially for its part in the collaborative activities. The products and services rendered to either party about the above said areas of collaboration shall be charged separately. Where necessary, the parties will enter into separate contracts.

## ARTICLE V

### **INTELLECTUAL PROPERTY**

- 1. Parties agree to protect each other's pre-existing intellectual property rights and will accord due recognition of the property during discharging obligations under this partnership.
- 2. In case of inventions, parties will have a joint right to patent and will develop a perpetual gain sharing model for revenues/profits/dividends associated with such. For any inventions developed independently, the intellectual property will remain with the inventing party.

### ARTICLE VI

## **INDEMNIFICATION**

Each party shall indemnify, defend, and hold the other Party and its directors, officers, agents invitees and employees, harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, advocates fees) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its directors, officers, agents invitees and employees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given to the other party of any claim, actions, suits, demands, assessments, or judgments asserted arising in respect of this agreement.

#### ARTICLE VII

## SUPPLEMENTARY ARRANGEMENTS AND AMENDMENTS

The parties hereto may enter into supplementary arrangements within the scope of this MOU or amend any of its provision pursuant to a signed agreement. Any specific agreement, collaboration, project or programme, subject to this general agreement shall be put in writing, signed by both parties and annexed to this MOU.

## **ARTICLE VIII**

## **GOVERNING LAW**

The provisions of this MOU and any amendments or annexes thereto shall be governed by, construed and enforced in accordance with the laws of the Republic of Kenya.

### ARTICLE IX

## **DISPUTE RESOLUTION**

If a dispute, controversy or claim arises out of or relates to this agreement or the breach thereof and if the dispute cannot be settled through good faith negotiation within 21 days of an offer by one party to negotiate a settlement, the parties agree to attempt to settle the dispute by mediation in accordance with any duly accredited Mediation Service Provider. No party may commence any court proceedings or arbitration in relation to such dispute until they have attempted to settle by mediation and that mediation has terminated.

If the dispute has not been settled pursuant to the mediation within 21 days from when the mediation was instituted, upon filing of a Request for Arbitration by any one party, it shall be referred to and finally determined by arbitration in accordance with the Kenya Arbitration Act 1995 and the Rules of the Kenya branch of the Chartered Institute of Arbitrators which Rules are deemed to be incorporated by reference to this clause.

## ARTICLE X

## ENTRY INTO EFFECT, DURATION AND DETERMINATION

- 1. This MOU shall come into effect upon execution by the representatives of the two institutions and shall remain in effect for 3 years, this MOU shall be renewed on terms to be agreed on in writing by the parties.
- 2. Either party may terminate this MOU by giving 3 months' notice in advance to the other party. Such termination shall take effect at the expiry of the 3-month period from the date the termination notice is issued.

Provided that the provisions contained herein shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to the ongoing co-operation activities.

## ARTICLE XI

## CONFIDENTIALITY

- 1. Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Party, its partner entities and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.
- 2. The parties hereto agrees that except as provided by the provisions of any law, order, rule or regulation under which the parties are obligated regarding their ordinary business operations, or unless otherwise agreed in writing between them, the parties shall not disclose publicly or otherwise or describe any technical, legal, marketing, sales, information technology and all other information that relates to the Business and the business relationship between the parties and agree that they shall secure and keep such Information Confidential and:
- 3. The parties shall protect and safeguard the Confidential Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as they would for their own confidential or proprietary information, but in no event use less than reasonable care;
- 4. The parties shall restrict Disclosure to those of their directors, officers, employees or attorneys who clearly have a need-to-know such Proprietary Information, and then only

to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;

- 5. Use such Confidential Information only for the purposes of entering into a business transaction with the Disclosing Party, and not disclose such Confidential Information other than as set forth above unless the Disclosing Party shall have expressly authorized in writing such disclosure and;
- 6. Neither party shall use any Confidential Information to compete or obtain any competitive or other advantage with respect to the other.
- 7. Notwithstanding the foregoing, the Receiving Party shall be entitled to release Confidential Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in case of release pursuant to this Section, the Receiving Party shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Disclosing Party with sufficient advance notice to permit the Disclosing Party to seek a protective order or other order protecting its Confidential Information from disclosure.
- 8. Confidential Information shall not include information that:
  - Has become public knowledge through legal means without fault by the Receiving Party;
  - Is already public knowledge prior to the Disclosing Party's disclosure of the same to the Receiving Party;
  - Is known to the Receiving Party prior to the Disclosing Party's disclosure of the same pursuant to this Agreement; or
  - Is independently developed by the Receiving Party without reference to or use of the Confidential Information.

9. Each party will obtain prior written consent before using the other Party's name in any advertising, endorsement or promotion.

## **ARTICLE XI**

## **NOTICES**

- 1. Any notice or other communication to be given under this Agreement shall be in writing and shall be sufficiently given if delivered:
  - (a) by Registered Mail Ten (10) days from the date of such delivery
  - (b) Personally/hand delivery on the date of such delivery

To the following addresses:

DEPUTY VICE CHANCELLOR ACADEMIC AFFAIRS
STRATHMORE UNIVERSITY
MADARAKA ESTATE,
OLE SANGALE ROAD
P.O BOX 59857 00200

**NAIROBI** 

AND:

DIRECTOR, INSITUTE OF LAW,

NIRMA UNIVERSITY

SARKHEJ – GANDHINAGAR HIGHWAY, AHMEDABAD – 382481, GUJARAT, INDIA

If any party under this MOU changes their address or premises they shall within twenty-four hours thereafter send or deliver to the other party written confirmation of their new address.

IN WITNESS WHEREOF, the parties have duly executed to	this AGREEMENT as of this
day of	
SIGNED on behalf of	
the said STRATHMORE UNIVERSITY	
by the Deputy Vice Chancellor R&I	
	)
	)
In the presence of: -	)
Dr Luis Francelli	
	) Dean

)

	Mas
the said INSTITUTE OF LAW, NIRMA UNIVERSITY	) Callega
by the Prof. (Dr.) Purvi Pokhariyal	
Director, Institute of Law, Nirma University	)
	)
In the presence of: -	)
Mely R. Nil	)
(Dr. Mehw R. Naik, Head - IR)	)
MOU STRATHMORE UNIVERSITY AND ILNU 09022018	





## **AGREEMENT**

## ON

## SCIENTIFIC, ACADEMIC AND EDUCATIONAL COOPERATION

#### between

**NIRMA UNIVERSITY** situated at Ahmedabad, Gujarat a University established under the State Act of Gujarat, devoted to undergraduate and postgraduate education and research in Science, Technology, Management, Pharmacy, Law, Architecture, Commerce and Design.

Represented by the Director General, Dr Anup K. Singh Hereinafter referred to as "Nirma University"

And

THE ITER INTERNATIONAL FUSION ENERGY ORGANIZATION whose address is Route de Vinon-sur-Verdon, CS 90 046, 13067 St. Paul-Lez-Durance, Cedex, France.

Represented by the Director-General, Bernard Bigot Hereinafter referred to as "the ITER Organization"

Hereinafter referred to collectively as "the Parties" and individually as the "Party"

HAVING regards to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project, of 21 November 2006 (Hereinafter referred to as the "ITER Agreement");

HAVING regards to the Agreement on Privileges and Immunities of the ITER International Fusion Energy Organizaţion for the Joint Implementation of the ITER Project, of 21 November 2006;

WHEREAS Nirma University provides fertile and conducive environment for education, research and development activities that are largely aligned with academic and industry global needs, and is a University in India;

WHERAS India is a founding Member of the ITER Organization;

WHEREAS the Purpose of the ITER Organization shall be to provide for and promote cooperation among its Members on the ITER Project, an international project that aims to demonstrate the scientific and technological feasibility of fusion energy for peaceful purposes, an essential feature of which would be achieving sustained fusion power generation;

WHEREAS at its fifth meeting on 18 and 19 November 2009, the ITER Council endorsed the proposal from the ITER Director-General for the Policies of the ITER Organization concerning Cooperation with Research Institutes, Laboratories and other Institutions of the Members of the ITER Organization;

WHEREAS cooperation with universities and institutes of the Members is considered an essential element in support of the future joint exploitation of the ITER facilities under the ITER agreement;

WHEREAS in the preamble of the ITER Agreement, the Members to the ITER Agreement determined "that the ITER Project's overall programmatic objective will be pursued by the ITER Organization through a common international research programme organized around scientific and technological goals, developed and executed with participation of leading researchers from all Members";

WHEREAS the ITER Organization, in accordance with its functions as set out in Article 3 paragraph 1 (b) of the ITER Agreement, shall "encourage the exploitation of the ITER facilities by the laboratories, institutions and personnel participating in the fusion energy research and development programmes of the Members":

CONSIDERING that under the above mentioned policies, cooperative research and educational activities may be implemented in an administratively simple way in order to facilitate an efficient and quick implementation of the activities;

CONSIDERING that the ITER Organization and Nirma University have recognized the mutual benefits that could be obtained from scientific, academic and educational cooperation;

The Parties have agreed to cooperate with each other as follows:

#### Article 1 - PURPOSE

Nirma University and the ITER Organization agree on the importance of promoting and furthering scientific, academic and educational cooperation between the Parties. In this respect, the purpose of this agreement (hereinafter referred to as the "Agreement") is to promote cooperation and exchange in all academic and scientific fields of mutual interest and to advance the education of young researchers.

#### Article 2 - SCOPE & TYPES OF ACTIVITY

- 1. The Parties agree on conducting proactive exploration of co-operation, subject to the Export Control laws and regulation of each Party and in compliance with the ITER Agreement and its Annex on Information and Intellectual Property, in the following fields:
  - Joint supervision of students working on MSc, B.Tech, M.Tech and PhD theses
  - · Joint training and exchange of young scientists
  - · Exchange of related academic data
  - · Joint research projects in Science and Technology

By mutual agreement, other topics may be added to this Annex as deemed appropriate and topics may be deleted as interests change.

2. The scope and types of activities under this Agreement shall depend on the funds respectively available to each Party for the types of cooperation undertaken. All arrangements concerning expenses and finance will be provided for in the program implementing agreements defined in Article 5.

#### **Article 3 - PEACEFUL PURPOSES**

The Parties shall use the results of their cooperation for peaceful purposes only.

### Article 4 - INFORMATION AND INTELLECTUAL PROPERTY

All information and intellectual property generated in the framework of this Agreement shall be subject to the provisions of Article 10 of the ITER Agreement and its Annex on Information and Intellectual Property.

#### Article 5 - NOTIFICATION OF OPPORTUNITIES FOR COOPERATION

- Each party shall make its best effort under this Agreement to notify the other Party of possibilities of collaborative activities for the mutual benefit of the Parties, in accordance with its internal rules and regulations.
- 2. The implementation of collaborative activities mentioned in this Agreement is subject to the conclusion of specific written agreements by the Parties. The specific agreements shall cover the scope of activities defined in Annex. They shall include all detailed provisions for carrying out the concerned activity and define such matters as: technical scope, contribution of each Party, conditions of staff attachment, schedule, financial provisions and specific provisions concerning intellectual property rights and rights of use.
- 3. This Agreement shall be identified as the parent document of any program agreement executed between the Parties implementing co-operation in the fields mentioned in Article 2.

#### **Article 6 - COORDINATION COMMITTEE**

- The Parties may establish a coordination committee, composed of an equal number of representatives of each Party. It shall meet annually, in an alternating manner in the Headquarters of the Parties, if the scope of the activities requires a meeting, and upon request of a Party. The meeting shall be chaired by the receiving Party.
- 2. If established, the Coordination Committee shall discuss the most appropriate framework needed to implement any collaborative activity. Proposals of the Coordination Committee shall be agreed upon by consensus.

#### Article 7 - CONFIDENTIALITY

- The Parties undertake to hold in confidence and not to copy, divulge to third parties or use for other purposes than to satisfy the implementation of this Agreement, any know-how, information or documents received from the other Party for the implementation of this Agreement, and designated as "confidential" (Confidential Information).
- 2. The Parties shall continue to be bound by the provisions of this article after the expiration or termination of this Agreement.
- 3. Each Party shall vouch for the compliance of its personnel or suppliers with the confidentiality of such Confidential Information. Such information may not be given to persons other than those who are entitled to have access to it and only after authorization of the person responsible for the implementation of this Agreement.
- 4. Should a Party have knowledge of any incident that suggests there has been an infringement of the obligation of confidentiality, it shall notify the other Party without delay.
- 5. It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Confidential Information under this Agreement by one Party to the other Party shall not be construed as granting to the receiving Party of any rights, whether expressed or implied, by licence or otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains, nor on any works subject to copyright, trademark or trade secret rights.

#### **Article 8 - AMENDMENT**

Any amendment or modification to this Agreement shall be made upon mutual written consent of duly authorized representatives of the Parties.

#### **Article 9 - NOTICES**

#### Article 9.1

Any notice required to be delivered hereunder shall be sent to the Parties at the following respective addresses:

#### (i) If to Nirma University:

Director - Institute of Technology and Dean - Faculty of Technology & Engineering Nirma University Sarkhej-Gandhinagar Highway, Ahmedabad - 382 481 Phone: 079-30642000 Fax: 02717 241917

## (ii) If to the ITER Organization:

ITER International Fusion Energy Organization Route du Vinon-sur-Verdon 13115 St. Paul-Lez-Durance, France Attention to: Mr Tim Luce Head of Science and Operations Department Phone: +33 4 42 17 61 37 Email: Tim.Luce@iter.org

#### Article 9.2

Every notice or communication sent to the Parties shall be considered to have been received upon actual receipt.

#### Article 9.3

Either Party may substitute or change its address by written notice to the other Party.

### **Article 10 - PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement shall be construed as a renunciation, whether express or implicit, on the part of ITER Organization of the privileges and immunities granted under the Agreement on the Privileges and Immunities of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project, of 21 November 2006.

#### **Article 11 - SETTLEMENT OF DISPUTES**

Any issue arising pertaining to the interpretation or implementation of the present Agreement shall be settled by consultation, mediation or other procedures to be agreed between the Parties

## Article 12 - ENTRY INTO FORCE, DURATION AND TERMINATION

- This Agreement shall enter into force on the date that the last Party has signed and shall be valid for five (5) years.
- 2. This Agreement may be renewed for another period of five (5) years upon mutual consent of the Parties before the expiration date.
- This Agreement may be terminated at any time by either Party upon 90 days prior notice given to the other Party.

IN WITNESS WHEREOF, the Parties have agreed to the terms set forth above.

Done in two originals in English

Nirma University

Dr. Anup K. Singh Director General

Date: 22.10.18

Place: Ahmodebad

For and on behalf of:

ITER Organization

Bernard Bigot Director -General

Date:

Place

#### **Annex**

#### Types of activities

The AGREEMENT ON SCIENTIFIC, ACADEMIC AND EDUCATIONAL COOPERATION shall broadly cover the engineering aspects of the ITER project involving following disciplines but not limited to;

- 1. Mechanical Engineering
- 2. Instrumentation and Control Engineering
- 3. Chemical Engineering
- 4. Computer Science and Engineering
- 5. Electrical Engineering
- 6. Electronics and Communication
- 7. Civil Engineering

Presently the exchange of students shall be limited to the Plant Engineering Department. The major activities to be covered are the following but not limited to;

- (A) Electrical Engineering division
- Power supplies and Controls
- Electrical power Distribution
- Cable management
- (B) Fuel cycle Engineering Division
- Vacuum technology
- Fuelling and Wall conditioning
- (C) Remote Handling and Radioactive Materials Division
- Remote Handling
- Radioactive waste and materials
- (D) Cooling System Engineering Division
- Cryogenic System
- Cooling Water System
- Vacuum Vessel Pressure Suppression System
- (E) Field Engineering Division
- System Constructions
- Field Engineering

#### Annex on Information and Intellectual Property

#### Article 1

#### Subject Matter and Definitions

- 1.1 This Annex covers the dissemination, exchange, use and protection of information and intellectual property pertaining to protectable subject matter, in the execution of this Agreement. Unless otherwise provided, the terms used in this Annex shall have the same meaning as in this Agreement.
- 1.2 Information shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in paragraph 1.3 below.
- 1.3 Intellectual Property shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Annex, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and
  - a) have been held in confidence by their owner,
  - are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents.
  - c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
  - d) are not available to the receiving party without an obligation concerning confidentiality.
- 1.4 Background Intellectual Property shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of this Agreement, or outside of the scope of this Agreement.
- 1.5 Generated Intellectual Property shall mean Intellectual Property that is generated or acquired with full ownership by a Member, acting through a Domestic Agency or Entity, or by the ITER Organization or jointly pursuant to and in the course of the performance of this Agreement.
- 1.6 Improvements shall mean any technological advancement to existing Intellectual Property, including derivative works.
- 1.7 Entity or Entities shall mean any entity with which a Domestic Agency or the ITER Organization has entered into a contract for the supply of goods or services for the purposes of this Agreement.

#### Article 2

#### General Provisions

- 2.1. Subject to the provisions of this Annex, the Members support the widest possible dissemination of Generated Intellectual Property.
- 2.2. Each Member shall ensure that the other Members and the ITER Organization can obtain the rights to Intellectual Property allocated in accordance with this Annex. Contracts placed by each Member or the ITER Organization with any Entity shall be consistent with the provisions of this Annex. In particular, appropriate public procurement procedures must be followed by all Members and the ITER Organization in order to ensure compliance with this Annex.

The ITER Organization shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member and the ITER Organization shall ensure access for the ITER Organization and the other Members to inventions and other Intellectual Property generated or incorporated in the execution of the contracts provided that inventors' rights are respected, in conformity with this Annex.

- 2.3 This Annex does not alter or prejudice the allocation of rights between a Member and its nationals. Whether the rights concerning Intellectual Property shall be held by a Member or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.
- 2.4 If a Member generates or acquires full ownership of Intellectual Property in the course of the execution of this Agreement, the Member shall notify all other Members and the ITER Organization in a timely manner and provide details of such Intellectual Property.

#### Article 3

Dissemination of Information and Scientific Publications whether or not Copyrighted

Each Member shall be entitled, for non commercial uses, to translate, reproduce, and publicly distribute Information directly arising from the execution of this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

#### Article 4

Intellectual Property Generated or Incorporated by a Member, a Domestic Agency or Entity

- 4.1. Generated Intellectual Property:
- 4.1.1 If protectable subject matter is generated by a Member, a Domestic Agency or Entity in the course of the execution of this Agreement, the Member, the Domestic Agency or Entity shall be entitled to acquire all rights, title and interest in all countries in and to such intellectual property according to applicable laws and regulations.
- 4.1.2 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Generated Intellectual Property to other Members and the ITER Organization, with the right of the ITER Organization to sub-license, and the right of the other Members to sub-license within their respective territory, for the purposes of publicly sponsored fusion research and development programmes.
- 4.1.3 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall make available on an equal and non-discriminatory basis a non-exclusive license to such Generated Intellectual Property to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which such Member licenses such Generated Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.
- 4.1.4 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property pursuant to this Agreement is encouraged to enter into commercial arrangements with the other Members, Domestic Agencies, Entities and third parties in order to allow use of Generated Intellectual Property in fields other than fusion.
- 4.1.5. Members, and their Domestic Agencies or Entities, that license or sub-license Generated or Background Intellectual Property pursuant to this Annex, will maintain records of any such licensing, which records will be available to other Members, such as through the ITER Organization.
- 4.2. Background Intellectual Property:
- 4.2.1. Background Intellectual Property shall remain the property of the party that owns this intellectual property.
- 4.2.2. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items provided to the ITER Organization which Background Intellectual Property is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- · to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Background Intellectual Property to other Members and to the ITER Organization, with the right of the ITER Organization to sub-license and the right of Members to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.

- 4.2.3. (a) Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information into the items provided to the ITER Organization which background confidential information is required:
  - to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
  - · to maintain or repair the item,
  - · when decided necessary by the Council, in advance of any public procurement, or
  - for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that the ITER Organization has an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the ITER facilities.

- (b) When confidential information is made available to the ITER Organization, it must be clearly marked so, and transmitted pursuant to an arrangement for confidentiality. The recipient of such information shall use it only for purposes set forth in 4.2.3 (a) and shall preserve its confidentiality to the extent provided in that arrangement. Compensation for damages arising from the misuse of such background confidential information by the ITER Organization shall be paid by the ITER Organization.
- 4.2.4. Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information such as know how or trade secrets into the items provided to the ITER Organization which background confidential information is required:
  - to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
  - to maintain or repair the item provided, or

· when decided necessary by the Council, in advance of any public procurement,

shall use its best efforts to either grant a commercial license to such background confidential information or supply the same items incorporating the background confidential information to the receiving party by means of private contracts with financial compensation for publicly sponsored fusion research and development programmes of a Member on terms no less favorable than the basis upon which such Member licenses such background confidential information or supplies the same items to third parties within or outside such Member's own territory. As long as such terms have been offered, such license or supply of such item shall not be denied. The license, if granted, may be revoked only in case the licensee does not fulfil its contractual obligations.

- 4.2.5. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, including background confidential information, in the execution of this Agreement shall use its best efforts to make sure that the component incorporating the Background Intellectual Property is available on reasonable terms and conditions, or use its best efforts to grant on an equal and non-discriminatory basis a non-exclusive license to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory, on terms no less favorable than the basis upon which such Member licenses such Background Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.
- 4.2.6. Any Member, acting through a Domestic Agency or Entity, is encouraged to make available for commercial purposes other than those set out in article 4.2.5. to the other Members, any Background Intellectual Property incorporated into the items provided to the ITER Organization which Background Intellectual Property was required:
  - to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
  - · to maintain or repair the item provided, or
  - when decided necessary by the Council, in advance of any public procurement.

Such Background Intellectual Property, if licensed by the owners to the Members, shall be licensed on an equal and non-discriminatory basis.

4.3. Licensing to Third Parties of Non-Members:

Any license on Generated Intellectual Property granted by the Members to third parties of non-Members shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

#### Article 5

Intellectual Property Generated or Incorporated by the ITER Organization

- 5.1 Generated Intellectual Property:
- 5.1.1 Where intellectual property is generated by the ITER Organization, in the course of the execution of this Agreement, it shall be owned by the ITER Organization. The ITER Organization shall develop appropriate procedures for the recording, reporting and protection of the Intellectual Property.
- 5.1.2 Such intellectual property shall be licensed by the ITER Organization to the Members on an equal, non-discriminatory, irrevocable, non-exclusive, royalty-free basis, with the right of the Members to sub-license within their territory for the purpose of fusion research and development.
- 5.1.3 Generated Intellectual Property that has been developed or acquired by the ITER Organization in the course of the execution of this Agreement shall be licensed to the Members on an equal, non-discriminatory, non-exclusive basis for commercial use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Generated Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.
- 5.2. Background Intellectual Property:
- 5.2.1. Provided that it has the pertinent rights, when the ITER Organization incorporates Background Intellectual Property which is required:
  - to construct operate, use or integrate technology for research and development in relation to the ITER facilities,
  - to create improvements and derivative works.
  - to repair and maintain the ITER facilities, or
  - · when decided necessary by the Council, in advance of any public procurement,

the ITER Organization shall make the necessary arrangements in order to sub-license that Background Intellectual Property on an equal and non-discriminatory basis by an irrevocable, non-exclusive, royalty-free license to the Members, with the right of the Members to sub-license within their respective territory for the purpose of fusion research, and development. The ITER Organization shall make its best efforts to acquire the pertinent rights.

5.2.2. For Background Intellectual Property, including background confidential information, incorporated by the ITER Organization in the course of the execution of this Agreement, the ITER Organization shall use its best efforts to make available on an equal and non-discriminatory basis a non-exclusive license to the Members for commercial fusion use, with the right to sub-license for such use by such Members'

own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Background Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

- 5.2.3. The ITER Organization shall use its best efforts to make available to the Members any Background Intellectual Property, including background confidential information, for purposes other than those set out in article 5.2.2. Such Background Intellectual Property, if licensed by the ITER Organization to the Members, shall be licensed on an equal and non-discriminatory basis.
- 5.3 Licensing to third parties of a non-Member:

Any license granted by the ITER Organization to third parties of a non-Member shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

#### Article 6

Intellectual Property Generated by the ITER Organization's Staff and other Researchers

- 6.1. Intellectual Property generated by directly employed and seconded staff of the ITER Organization shall be owned by the ITER Organization and treated in corresponding employment contracts or regulations consistent with the provisions set out herein.
- 6.2. Intellectual Property generated by visiting researchers who are participating in the activities of the ITER Organization through an arrangement with the ITER Organization for undertaking specific activities and who are directly involved in general programmes of the ITER Organization exploitation, shall be owned by the ITER Organization unless otherwise agreed by the Council.
- 6.3. Intellectual Property generated by visiting researchers not involved in general programmes of the ITER Organization exploitation shall be subject to an arrangement with the ITER Organization pursuant to conditions established by the Council.

#### Article 7

#### Protection of Intellectual Property

7.1. When a Member acquires or seeks protection for Generated Intellectual Property developed or acquired by that Member, such Member shall notify in a timely manner and provide details of such protection to all other Members and to the ITER Organization. If a Member decides not to exercise its right to seek protection for Generated Intellectual Property in any country or region, it shall notify the ITER Organization in a timely manner of its decision, and the ITER Organization may then seek to obtain such protection either directly or via the Members.

- 7.2. For Generated Intellectual Property developed or acquired by the ITER Organization, the Council shall adopt, as soon as practicable, appropriate procedures for the reporting, protection and recording of such Intellectual Property for example through the creation of a database to which the Members may have access.
- 7.3. In the event of a joint creation, the participating Members and/or the ITER Organization shall have the right to seek to obtain in co-ownership Intellectual Property in any State they choose.
- 7.4. There shall be co-ownership of Intellectual Property when created by two or more Members or by one or more Members together with the ITER Organization and when the features of such intellectual property are not capable of being separated for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right. In such a case the joint creators shall agree among themselves by means of a co-ownership arrangement on the allocation of and the terms of exercising the ownership of the said Intellectual Property.





## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Nirma University, on behalf of its Institute of Pharmacy, having its principal office at Sarkhej-Gandinagar Highway, Ahmedabad 382481, India (hereinafter referred to as "IPNU"; represented by its Dean, Dr Manjunath Ghate.

## AND

THE UNIVERSITY OF SOUTHERN CALIFORNIA on behalf of its SCHOOL OF PHARMACY, having its principal office at 1985 Zonal Avenue, Los Angeles, California, 90089. United States of America (hereinafter referred to as "USC") represented by its Dean, Dr. Vassilios Papadopoulos.

WHEREAS this Memorandum of Understanding is entered into as of November 1, 2018, by and between the University of Southern California and its School of Pharmacy and Institute of Pharmacy, Nirma University.

WHEREAS, Institute of Pharmacy, Nirma University provides education and also conducts research in the field of Pharmacy, Allied Health, Engineering, Life Sciences, Regenerative Medicine etc.

WHEREAS USC aims to develop competent and socially responsible professionals and lifelong learners in an environment that fosters excellence in the academic core processes of teaching-learning, research, and community extension service and to provide timely, relevant, and transformable academic programs responsive to the needs of the local, national, and global communities in a rapidly changing world.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also.

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration and increased contribution to social development.

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.





## ARTICLE I: SCOPE OF THE COLLABORATION

The general purpose of this MOU is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

## GENERAL AREAS OF COOPERATION

Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- 1.1 Joint educational and research activities with a particular emphasis on areas such as Formulation Development of Novel Targeted Drug Delivery System using Cutting edge and QbD approach; Design, Synthesis and evaluation of NCEs, and identification of new therapeutic targets for Infectious Diseases, Cancer, neurodegenerative and metabolic disorders; Drug degradation behaviors and impurity profiling; and Phytopharmacological Evaluation and Standardization of Herbal Drugs for cancer, metabolic disorders, Neurological Disorders, Cancer and Wound healing.
- 1.2 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of accommodation and for their own travel costs. If visiting scholars register in academic course(s), they will be required to pay the normal tuition fees to the host institution.
- 1.3 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions.
- 1.4 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects for Indo-US funding where possible and appropriate.
- 1.5 Extend invitations for attending scholarly and technical meetings as well as national and international conferences.
- 1.6 Extend invitations for professional staff development opportunities.
- 1.7 Extend invitations for the purpose of informing students of academic opportunities on one another's campuses.
- 1.8 Neither institution is responsible for any financial support under this MOU. Individual scholars will make all arrangements by written agreement, which will be applicable to each particular situation.

## ARTICLE II: THE AGREEMENT

- 2.1 At USC, this MOU will be administered by the School of Pharmacy. At Nirma University, this MOU will be administered by Institute of Pharmacy.
- 2.2 This MOU may also involve other schools and institutes by mutual consent, which may be added later by written addendum to this MOU.
- 2.3 The terms of co-operation for each specific activity under this MOU will be discussed and detailed in specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual





property ownership and funding issues. Any such document will become a schedule to this MOU.

## ARTICLE III: GENERAL TERMS

- 3.1 This MOU does not generally permit the exchange of students at the undergraduate or graduate level unless otherwise stated herein. Where graduate students are involved directly in the research covered by this MOU, the exchange of graduate and post-doctoral students can be accommodated by specific written addendum to this MOU.
- 3.2 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.
- 3.4 The activities of this MOU must be carried out in accordance with academic and Institution policies as well as appropriate laws, regulations and accreditation standards existing in each country and Institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.





## ARTICLE IV: DURATION

This MOU may be modified by mutual written consent. The Agreement will be in effect from the date of signature for a period of five years. It shall be renewed upon mutual written agreement. This agreement may be terminated by either side at six months' written notice.

The undersigned agree to this MOU on behalf of their respective Universities:

FOR THE UNIVERSITY OF

SOUTHERN CALIFORNIA

Dr. Anthony Bailey
Vice President for Strategic and
Global Initiatives

By:

Dr. Vassilios Papadopoulos Dean, School of Pharmacy

Date: Na . 7, 2048

FOR Institute of Pharmacy,

Nirma University

Dr Mehul R Naik

Head, International Relations,

Nirma University

By:

Dr Manjunath Ghate

Dean, Institute of Pharmacy,

Nirma University

Date: November 1, 2018

## Cooperation Agreement

Masaryk University Faculty of Law Veveří 70 611 80 Brno Czech Republic

Represented by the Dean: Assoc. Prof. JUDr. Markéta Selucká, Ph.D.

and

Nirma University
Institute of Law
Sarkhej – Gandhinagar Highway,
Post: Chandlodiya, Via: Gota
Ahmedabad – 382481
Gujarat, India
Represented by the Director: Prof. (Dr.) Purvi Pokhariyal

(hereinafter referred to as "parties")

Enter into the cooperation agreement with the purpose to establish and develop cooperation in the field of academic education and research.

# Article 1 Purpose of agreement and forms of cooperation

- (1) The purpose of this agreement is to establish and develop academic communication and cooperation between the parties in the forms and areas corresponding with the interests of both parties.
- (2) Cooperation will be implemented in the following forms:
- creation of opportunities for joint publishing activities (Article 2)
- creation of conditions for mutual publication of academic work results in periodicals
- creation of conditions for an exchange of selected publications
- invitation and participation at international conferences and seminars organised by both parties (Article 3)
- teaching staff exchange with the aim to enhance the academic level of teaching and experience exchange in academic and scientific work (Article 4)
- student exchange (Article 5)
- partnership in the implementation of national and international research projects (Article 6)

## Article 2 Publications

(1) The parties will create mutual opportunities for the authors of both parties to publish their articles in the other party's periodical publications and volumes of contributions.

- (2) Joint publications by the authors of both parties shall be published on the basis of a special contract, which will include information such as for example, the specification of the publisher, financial matters, distribution, language etc.
- (3) The parties will create conditions for the exchange of academic publications based on each party's interest.

## Article 3 International conferences and seminars

The parties will exchange invitations to academic conferences and seminars organised by their faculties. The parties may exempt each other from paying registration fees. The conference participants are responsible for covering their living costs in the location of the conference or seminar, unless a different arrangement is made in a specific case.

# Article 4 Short-term teaching staff exchange

The main purpose of the teaching staff exchanges will be the creation and implementation of short-term specialised courses for students in Master and doctoral degree programmes, providing them with knowledge of legal regulation in each area of law. The sending institution is responsible for covering the cost of accommodation, travel and subsistence allowance, unless a different arrangement is made in a specific case. The parties will exchange the equivalent of two (2) members of teaching staff each year during the term of this agreement, unless this number is varied by mutual agreement.

# Article 5 Student exchange

The parties will exchange the equivalent of two (2) full-year student each year during the term of this agreement, unless this number is varied by mutual agreement.

Two students enrolling for one semester each will be equivalent to one student enrolling for one year. Both parties will review the program annually to maintain a well-balanced exchange.

All exchange students must register and pay tuition and other fees to the home institution (if applicable). They will not be required to pay registration fee, examination fee, tuition fees or other fees to the host institution.

Exchange students will be responsible for (under the condition they are not awarded any scholarship):

- i. international student health cover
- ii. travel expenses
- iii. accommodation and food costs at host university
- iv. passport and visa costs
- v. textbooks, clothing and personal expenses
- vi. other compulsory medical insurance
- vii. all other incidental and non-compulsory fees incurred during the period of exchange

# Article 6 Partnership in the implementation of grants and projects

The parties will cooperate in trying to raise funds from external resources that will enable to finance joint research projects, which will either involve the participation of other partners or will involve no such participation.

# Article 7 Language of cooperation

The language of communication used for the activities stated in the contract will be English; however, an agreement can be made for another language to be used in a specific case.

# Final provisions

### Article 8

(1) The agreement is valid for an unspecified period of time.

(2) The agreement may be terminated by either party upon a six-month prior written notice to the other party: The notice period commences on the first day of the month, which follows after the month when the notice was delivered to the other party.

### Article 9

The agreement shall take effect from the day it is signed by both parties.

# Article 10

The agreement has been written in English and signed in two originals.

28 -03 - 2019

... ..... 2019

Assoc. Prof. JUDr. Markéta Selucká, Ph.D.,

for the Faculty of Law,

Masaryk University

MASARYKOVA UNIVERZITA Právnická fakulta

Veveři 70 611 80 Brno

(19)

Prof. (Dr.) Director, Insulate of Law Nirma University

# University of Southern California, USC Viterbi School of Engineering and

Institute of Technology, Nirma University, Ahmedabad, India

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this April 19, 2019, by and between, Institute of Technology, Nirma University (hereinafter referred to as "ITNU") and University of Southern California (hereinafter referred to as "USC"), on behalf of its USC Viterbi School of Engineering School of Engineering.

WHEREAS, USC is a leading institution in the United States for undergraduate and graduate education, research and distance learning and is internationally recognized as a leading institution in the fields of engineering and technology, and has been designated as the home to two Engineering Research Centers of excellence by the US National Science Foundation, and is the home to the first University Center of Excellence designated by the US Department of Homeland Security, and numerous other centers of excellence;

WHEREAS, ITNU is a leading private institution of higher learning in India for undergraduate and graduate education and research, and has established a reputation as a premier institute of higher learning and research in its home country as well as overseas, and has been designated as the home to several excellent programs for undergraduates and graduates, and is the home to nationally-known research centers in many areas of engineering; and

WHEREAS, USC and ITNU desire to cooperate in the fields of education, exchange of faculty and students, and collaboration in scientific areas of mutual interest and capabilities.

# THEREFORE, the parties agree:

- 1. That it is of mutual benefit to cooperate in education, to exchange faculty and students, and to collaborate in joint research.
- 2. Work to establish integrated B Tech-MS program where a small number (5) of select ITNU students will be considered for early admission to the MS program at USC. The admission decision for ITNU students nominated to this program is completely up to USC. Admitted ITNU students will do a project / internship under a USC faculty mentor during semester VIII to complete their BS degree at ITNU and also take graduate courses to be considered for their first semester of the MS program at USC; subsequently these students will continue their MS studies and complete all requirements of the USC MS program for the USC MS degree. Details of this program will be specified in a mutually agreeable separate agreement.

- 3. ITNU will send faculty or research scholars for short term visits up to a year to USC for research collaborations with USC faculty. Such faculty visits will be approved by USC provided there is a USC faculty hosting that visitor and the hosting Department has office space available for visiting ITNU faculty. Funding for such ITNU faculty visits to USC will be borne by ITNU.
- 4. Facilitate individual USC faculty members with an interest to teach courses or short courses at ITNU in accordance with USC policies. Facilitate individual USC faculty visiting India to visit ITNU for seminar and research discussions. Such USC faculty visits will be entirely up to interested faculty when there is suitable financial arrangement either from ITNU or other sources in India.
- 5. Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. With regard to Intellectual Property, each institution will adhere to the intellectual property laws of its respective nation. All Intellectual Property solely conceived and/or developed by USC during the course of this Agreement shall be owned by USC. All Intellectual Property solely conceived and/or developed by ITNU during the course of this Agreement shall be owned by ITNU. Intellectual Property jointly conceived and/or developed by USC and ITNU will be jointly owned by USC and ITNU. For purposes of this Agreement, the term "Intellectual Property" shall mean any and all works and property including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, developments, methods, formulas, techniques, software, know-how and writings made, conceived, reduced to practice, developed, written, or prepared by a party, whether or not patentable or copyrightable and whether made solely by that party or jointly with other third parties. USC and ITNU agree to collaborate towards the protection, if appropriate, and application of such Intellectual Property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.
- 6. That each of the parties will make reasonable efforts to encourage and promote collaboration between the two institutions in order to fulfill the goals of the agreement in the areas of education and research.
- 7. That the parties will explore possibilities for establishing other educational programs according to the policies of USC and ITNU.
- 8. The terms in this MoU are subject to mutually acceptable written agreements and the appropriate approval of the competent authority as per the law of the land prior to the initiation of particular program or activity. The activities of this MOU must be carried out in accordance with appropriate laws, regulations and accreditation standards existing in each country and institution.

This MOU sets forth the parties intentions and understanding, but is not legally binding. Specific areas of collaboration shall be identified later and updated from time to time in subsequent legally binding agreements.

This MOU is valid for an initial period of three years commencing on the date first written above. This MOU may be modified or extended by mutual consent. In case one of the two parties wishes to cancel this MOU, written notice to this effect will have to be sent by June of that year, with this MOU automatically terminating at the end of the same calendar year, i.e. on December 31.

Executed in Los Angeles

Executed in Ahmedabad

**NIRMA UNIVERSITY** 

Alle Haby.

# USC VITERBI SCHOOL OF **ENGINEERING**

lax C. Val Yannis Yortsos

Dean

USC Viterbi School of Engineering

Alka Mahajan		
Director and Dean		
Institute of Technology,	Nirma	University

INSTITUTE OF TECHNOLOGY

Date: Date:

Anthony Bailey

Vice President for Strategic & Global Initiatives University of Southern California

Date: 4/22/19

Anup Singh Director General Nirma University

Date: May 21, 2019

# GENERAL AGREEMENT FOR COLLABORATION By and Between INSTITUTE OF SCIENCE, NIRMA UNIVERSITY And THE UNIVERSITY OF SOUTH FLORIDA

This General Agreement for Collaboration is entered into as of February 5, 2019 (the "Effective Date"), by and between The University of South Florida Board of Trustees, a public body corporate of the State of Florida ("USF"), for and on behalf of the University of South Florida Health ("USF Health") consisting of the Morsani College of Medicine, the College of Nursing, the College of Pharmacy and the College of Public Health, located in Tampa, Florida, United States of America, and the Institute of Science, Nirma University ("ISNU") located in Ahmedabad, INDIA.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

### ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

### General Areas of Collaboration

- 1.1 Joint educational and research activities.
- 1.2 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the host institution.
- 1.3 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions.
- 1.4 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.5 Extend invitations for attending scholarly meetings and national and international conferences.
- 1.6 Neither institution is responsible for providing any financial resources or support under this Agreement. Individual scholars will make all arrangements by separate written agreement, if needed, which will be applicable to each particular situation.

# ARTICLE II: THE AGREEMENT

- 2.1 At USF, this Agreement will be administered by USF Health. At ISNU, this Agreement will be administered by the Institute of Science.
- 2.2 This Agreement may also involve other USF colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.3 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrators at each institution.
- 2.4 Notices under this Agreement will be provided in writing to the contacts listed below:

USF Health International 12901 Bruce B. Downs Blvd., MDC 98 Tampa, FL 33612-4799 USA

With a copy to:

USF Office of the General Counsel 4202 E. Fowler Avenue, CGS 301 Tampa, Florida 33620 USA

University of South Florida Office of VP for USF Health 12901 Bruce B Downs Blvd, MDC 2 Tampa, Florida 33612 USA

Institute of Science, Nirma University S G Highway, Ahmedabad 382481 India

# ARTICLE III: GENERAL TERMS

- 3.1 This Agreement does not permit the exchange of students at the undergraduate or graduate level.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this Agreement must be carried out in accordance with appropriate laws and regulations existing in each country and institution.

- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws/policies of its respective nation and institution. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.
- 3.6 Neither party may use the name, logo or trademarks of the other party, nor of any of the other party's employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of the other party.

### ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years. It shall be renewed upon mutual written agreement. This Agreement may be terminated by either side at ninety (90) days written notice.

# ARTICLE V: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (.pdf) document shall be deemed to be an original signature for all purposes under this Agreement.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original.

The University of South Florida Board of			
Trustees, a Public Body Corporate of the	Institu	Institute of Science, Nirma University	
State of Florida, for and on behalf of the		1 0	
University of South Florida Health			
consisting of the Morsani College of	By:	Maxar	
Medicine, the College of Nursing, the		Dr. Sarat Dalai	
College of Pharmacy and the College of		Dean Institute of Science, Nirma	
Public Health		University	
	Date:	Jan 8, 2019	
By: //ales //orlell			
Charles J Lockwood, MD	By:	Mehul R. Naik	
Senior Vice President USF Health	<i>D</i> <sub>j</sub>	Dr Mehul R Naik	
Dean, Morsani College of Medicine		Head, International Relations	
Date: 2/5/19	Date:	January 8, 2019	
Acknowledged by:			
By: Jules			
Lynette Menezes, PhD			
Assistant Vice President International			
USF Health	TWO		
Date: 2/9/19			
Reviewed by:			
Bu Mala			
USF Attoney			
2/9/19			
Date			
Received by:			
Roger Brindley Vice Provost and USF System Associate Vice President - US	NE 11		



# FRAMEWORK AGREEMENT OF CO-OPERATION BETWEEN THE PUBLIC UNIVERSITY OF NAVARRA AND NIRMA UNIVERSITY

# **ADHERENTS**

Forming one party, Prof. Dr. Jorge Elso Torralba, Vice-Chancellor of Internationalization of the Public University of Navarra, in Spain and

The other party being the honourable Dr. Anup K. Singh, Director General, NIrma University, Ahmedabad, India

Whereby each of the two parties act in the representation of the corresponding above stated Universities and are authorised for the signing of the present Agreement in accordance with their respective positions

# PREAMBLE

The contribution to the development and strengthening of cultural relations between Spain and India is desirable through the joint realisation of academic activities, and in extension, courses and post-graduate seminars, as well as any other type of activity that fosters an inter-scholastic co-operation between the two Universities.

Both collaborators mutually recognise that the execution of this Agreement is within their full capacity

# WHEREBY IT IS AGREED AS FOLLOWS,

- 1. This Agreement maintains as its aim, the development of jointly elaborated projects of an academic, scientific and cultural character. The Co-operation between both Universities will be advanced in the areas of mentoring and research that are covered by the faculties and departments of both institutions.
- 2. Both Universities shall promote the following objectives in the areas of their mutual interest and within their capacity:
  - a. The realisation of research work in collaborative studies



b. Publication and broadcasting of results that are of common interest

c. Joint realisation of academic scientific and cultural activities, and in extension, courses and post-graduate seminars

d. Exchange through the use of advance information and communication technology

e. The exchange of professors

f. The exchange of students enrolled in either of the two Universities

- 3. Both Universities agree to promote the collaboration of all project types deemed of mutual interest. The distinct fields and areas of co-operation, as well as the terms, conditions and procedures of execution of each and all of the projects that are to be implemented shall be fixed in consensual accord in individual Memorandums that shall be incorporated as Articles to this Agreement.
- 4. For the continuation, control and co-ordination of each individual Memorandum that is approved in the development of this Agreement, a combined commission with equal number of members that shall be integrated with at least one designated representative from each University shall be constituted, notwithstanding other bodies or organisations competent of the purpose within their respective University.
- 5. This Agreement will lawfully come into effect from the date of its final signature, regardless of the individual powers attributed to the bodies or organisations for each University. The efficacy of this Agreement will be subject to ratification at the Public University of Navarra by the Standing Commission of the Governing Board and by the corresponding authorities for its approval at the Nirma University
- 6. The validity of this agreement is four years from the date of its signature. Before the end of the previous term, the signatories of the agreement may agree to extend it for a period of up to four additional years. Each party may unilaterally resolve the agreement by means of a formal communication in advance of three months. Likewise, the parties may agree at any time to the resolution or modification of the agreement.

Any modifications or anticipated cancellation of this Agreement, for any cause, shall have no effect whatsoever on inter-exchanged persons, projects or activities in progress that received approval by both Universities under the approved individual Resolutions in the development hereof.



For the establishment of the appropriate consequences and as proof to the conformity of the agreed upon, both parties sign the present document, in duplicated copies for this commitment and this commitment only at the place and on the date indicated.

Ahmedabad, ..... of ......... 2019

Nirma University

Public University of Navarra

Dr. Anup K. Singh, Director General, Nirma University Jorge Elso Torralba Vice-Chancellor for Internationalization and Cooperation





# MEMORANDUM OF UNDERSTANDING

La Trobe University
and
Nirma University

Aderes and Ad

	EXECUTED BY THE PARTIES AS A MEMORANDIM O
Continue of the continue of th	
	SIGNED for and on behalf of the University by an Authorited Signatory
Signature VIII	
Mane With Sharmon	
whether Divertor and Dogor	
entotional palotitant mo	
The Corner of Sasanion of	
as of browned and	



This document constitutes a Memorandum of Understanding ("MOU") between La Trobe University ABN 64 804 735 113 ("the University") and the Education Partner as set out in the Details below, for the Parties to engage in a program of cooperation upon the terms as set out in this document.

# **DETAILS:**

Education Partner name	Legal Name:	Nirma University
Education Partner's address for notices	Attention: Address, Street: Email:	Professor Utpal Sharma Block – C, Sarkhej Gandhinagar Highway, Chharodi, Ahmedabad, India-382481 DIRECTOR.IA@NIRMAUNI.AC.IN
University's address for notices	Attention: Address:  Phone: Email:	Wendy Martinec La Trobe University, Plenty Rd & Kingsbury Dr, Bundoora Victoria 3086, Australia +61 3 9479 1112 W.Martinec@latrobe.edu.au
Education Partner's representative	Name: Title: Phone: Email:	Professor Utpal Sharma Director, Institute Of Architecture And Planning 079-71652311 DIRECTOR.IA@NIRMAUNI.AC.IN
University's representative	Name: Title: Phone: Email:	Wendy Martinec Pro Vice Chancellor – International (Acting) La Trobe International   La Trobe University +61 3 9479 1112 W.Martinec@latrobe.edu.au
Commencement Date		From date of last signing
Term		5 Years

EXECUTED BY THE PARTIES AS A MEMORANDUM OF UNDERSTANDING:
SIGNED for and on behalf of the University by an Authorised Signatory  SIGNED for and on behalf of the Education Partner
Signature:
Name: Welly L. Martinee Name: Utpal Sharma Position: Acting Pro Vice Chanceller Internation: Divertor and Dean
Date: 3 February 2020 Date: In There of Architecture
1 / resource 2020



# MEMORANDUM OF UNDERSTANDING

# 1. Interpretation

1.1 In this MOU unless the contrary intention appears:

Party or Parties means a party or parties to this MOU;

**Education Partner Representative** means the person so specified in the Details or otherwise notified by the Education Partner from time to time;

Commencement Date means the date so specified in the Details;

Term means the term so specified in the Details; and

**University Representative** means the person so specified in the Details or otherwise notified by the University from time to time.

### 2. Commencement and Duration

2.1 This MOU shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the provisions of clause 6.1.

# 3. Program of Cooperation and Supplementary Agreements

- 3.1 The Parties to this MOU wish to engage with each other in a program of co-operation to explore potential collaborations such as staff and student exchanges, projects or programs.
- 3.2 Specific collaborations arising from this MOU shall be recorded in separate written agreements. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the Parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each Party.

# 4. Force of this Memorandum of Understanding

- 4.1 Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever.
- 4.2 This MOU shall not create a legal relationship between the Parties.
- 4.3 This MoU has been negotiated and executed by the parties in English. Where a translation of this MoU is prepared in another language, both versions have the same legal effect. If, however, a dispute arises due to a difference between the two versions, the English language version of the MoU will prevail.

# 5. Confidentiality and Privacy

- 5.1 The Parties recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each Party covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of the other Party without first having obtained the prior written consent of the other Party.
- 5.2 The provisions of Clause 5.1 are intended to and shall be binding upon the Parties, upon the signing of this MOU, and shall survive the termination of this MOU.

La Trobe University Short Form MOU

#### 6. Termination

- 6.1 Either Party may terminate this MOU by written notice to the other party. A minimum period of (30) days' notice will be required from a Party wishing to terminate the MOU, or such shorter period as the Parties may agree upon in writing.
- 6.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

#### 7. Amendments

7.1 The Parties may agree to amend this MOU at any time, by further memoranda in writing executed by the duly authorized Representative(s) of each Party, as set out in the Details.

### 8. Use of Name and Logo

La Trobe University Short Form MOU

- 8.1 No Party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of the other Party without first obtaining prior written consent from the other Party.
- 8.2 The provisions of this Clause 8 are intended to and shall be binding upon the Parties, upon the signing of this MOU, and shall survive the termination of this MOU.

contributions and responsibilities of the Parties, funding, intellectual property provisions

collaborations ensing from this MOU shall be recorded in separate written agreements

ncluding Personal Information ("Personal Information" means information and it any form about an individual whose identity is apparent, or can reasonably be see information or opinion). Each Party covenants and agrees that it shall not, at any third party, any confidential information of the other Party (hout first prior written consent of the other Party.)

See intended to and shall be binding upon to Series. Son the signing all survive the termination of this MOU.

Ref: LEG/PJ/19954