

MEMORANDUM OF UNDERSTANDING

The University of Memphis, Memphis, Tennessee, United States of America and Chitkara University, India wish to engage in cooperative programs of education and research, and to promote exchange among their faculty and students, agree as follows:

I. INTRODUCTION

This Memorandum of Understanding ("MOU") sets out the general intent of the University of Memphis and Chitkara University to begin discussions of future cooperative agreement and collaborations. This MOU in no way gives rise to any legal rights or obligations between the Parties.

Neither party assumes any financial obligations arising from this MOU except in so far as such obligations may be mutually agreed to by the Parties at a future time through a written agreement detailing specific areas of cooperation and/or activities.

II. SCOPE OF ACTIVITIES

The area of future cooperation may include, subject to mutual consent, academic and educational activities or programs at either institution as considered desirable and feasible on either side to foster and develop the cooperative relationship between the two institutions.

The envisioned assistance to be provided by each of the Parties includes teaching, research, exchange of faculty and students, staff development, etc., as deemed beneficial by the two institutions. Any specific areas of cooperation and/or activities between the parties must be mutually agreed in advance and set out in a separate written agreement detailing the parties' obligations for each activity.

III. METHODS

Any future collaboration between the parties may be carried out, subject to availability of funds and the approval of each institution, through such activities or programs as:

- I. Joint research activities (including exchange of faculty members and research students) in areas of mutual interest to the faculty of the two institutions.
2. Joint teaching or supervision of students
3. Staging of joint seminars, conferences and academic meetings
4. Special academic programs
5. Exchange or Study Abroad, including internships on the part of

Undergraduate and graduate students

6. Exchange of academic materials and other information
7. Curriculum development which will contribute to the academic and professional development of faculty at Chitkara University and the University of Memphis.

The terms of such collaboration and the necessary budget for each program and activity shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular program or activity, and such programs and activities shall be negotiated on a mutual basis. Each institution will designate a coordinator to develop and implement specific activities or programs.

IV PRINCIPLES

Implementation of this MOU will be in accordance with the regulations of both institutions. In the event of specific areas of collaboration between the parties, the University of Memphis and Chitkara University will each accept participants selected by the other based on the accepting institutions professional qualifications and standards.

Any participants must be treated in the same non-discriminatory manner in carrying out the provisions of the agreement, subject to the provisions of the policies and requirements of each of the institutions.

Any violation of these principles will be considered grounds for terminating the MOU.

V EFFECTIVE DATE & LENGTH OF MOU

This MOU will remain in force for a period of five years subject to the availability of funds, and any amendment and/ or modification of the MOU will require written approval of the chief academic officer of each contracting institution and shall be appended hereto. After the initial five year period, this MOU may be renewed by mutual consent.

Either party reserves the right to terminate this MOU upon six months' notice in writing to the other.

VI MISCELLANEOUS PROVISIONS

1. **Liability.** Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this MOU.
2. **Conflict of interest.** Chitkara University warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Chitkara University in connection with this MOU.

3. **Choice of Law.** This MOU shall be governed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles.
4. **Name and Logo.** Chitkara University agrees that prior written approval is required before using the University of Memphis name, logo, or other Intellectual Property rights, including in any advertising or associated publicity.
5. In the event that a translation of this MOU is prepared and signed by the parties, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes under this MOU shall be resolved and conducted, regardless of the means of authority, in the English language.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by Their duly authorized representative:

THE UNIVERSITY OF MEMPHIS

Chitkara University



Mr Raaj Kurapati
Executive Vice President and
Chief Financial Officer

Date: Feb. 10, 2020




Prof. Sangeet Jaura
Pro-Vice-Chancellor
Office of International Affairs

Date: Feb 10, 2020



Robin Poston
Dean
Dept of Business Information and Technology

Date: Feb 10, 2020



Mr Sanjeev Saha
Vice President
Office of International Affairs

Date: 10th Feb 2020