



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW MEXICO STATE UNIVERSITY  
AND  
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**



In view of the positive relationship between our institutions:

We agree to formally ratify ties.

We dedicate ourselves to a collaborative effort providing mutual benefit.

### **Background**

New Mexico State University ("NMSU") and Indian Institute of Technology Kharagpur ("IITKGP"), (collectively referred to as "the parties") desire to cooperate in programs of common interest and expertise. The parties intent to negotiate and enter into specific agreements concerning exchange of students and faculty, collaborative creative activity and research, and other activities following the signing of this Memorandum of Understanding ("MoU").

### **Terms of MoU**

#### **I. Definitions**

- A. "Home Institution" is a party to this MoU that sends its faculty members and/or students to the other party (institution) for the purposes of teaching, study, and/or creative activity and research.
- B. "Host Institution" is a party to this MoU that accepts the visiting faculty member(s) and/or student(s) from the other party for teaching, study, creative activity, and/or research.
- C. "Participating Individuals" are those individuals nominated by the Home Institution who travel to the Host Institution.

#### **II. Purpose of the MoU:**

- A. The primary objective of this MoU is to set basic parameters for cooperative efforts between NMSU and IITKGP to affect the academic interchange of faculty and students, and academic and research exchanges between the two Institutions.
- B. The parties agree that the goals under this MoU may be incorporated by reference, and will provide the foundation and framework for particular projects developed by academic and administrative units from the two Institutions, the terms of which will be negotiated at a later time in separate contracts. Nothing in this MoU creates any financial obligations on

the part of either party. There is no commitment of funds. Rather, the parties seek to foster genuine and mutually beneficial academic cooperation.

### **III. Commitment to Furthering Exchange Programs and Joint Research**

- A. Subject to its policies, each party agrees to internally encourage the exchange of its research personnel and of scientific documents and materials with the other party; and to encourage teaching exchange programs with the other party.
- B. The host institute will make arrangements for local living including accommodation, food, etc. at reasonable costs to visiting researchers, professionals and faculty and ensure proper working environment. All travel costs shall be borne by the visitors or their home institution. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities.
- C. To facilitate cooperation, each party appoints the following administrators to coordinate all aspects of any exchange: At NMSU, the contact is Mr. Rodrick McSherry, Associate Provost for International and Border Programs, or his designee. At IITKGP, the faculty coordinator will be Professor Bhabani Sankar Das, Agricultural and Food Engineering Department. If either contact designates any other coordinating authority, that party will give notice of the designee in writing to the other party.
- D. The Host Institution will provide documents to guide the other party's Participating Individuals on how to apply for a visa.

### **IV. Program Review**

- A. **Term.** This MoU will commence on the date of last signature and will expire five years from that date and can be renewed for another term based on mutual consent.
- B. **Amendments.** All amendments to the MoU during its term will take effect upon the written approval of both parties. Only the original signatories or his or her successors, or their designees may authorize an amendment.
- C. **Termination and Notice.** This MoU may be terminated:
  - a. on either party giving the other party 90 days prior written notice;
  - b. on written notice by one of the Parties if the other Party has committed a breach of this MoU. In the event of termination of the MoU, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student at that time participating in the Program is able to complete the term of the assignment and be assessed for it

### **V.General**

- A. Neither party will use the other party's name, marks, or logos, 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 prior written consent of the other institution.
- B. Governing law:
  - a. The parties acknowledge NMSU is governed by United States law.
  - b. The parties acknowledge IITKGP is governed by Indian national law.
- C. The signatories to this MoU warrant and represent that at the time of execution of this MoU he or she has the full authority to execute this MoU for the party on whose behalf he or she is signing.
- D. Intellectual Property/Confidentiality:
  - a. Each institution will adhere to the intellectual laws of its nation and its own policies. Any intellectual property developed during the visit of an exchange student/researcher/faculty/staff and any transfer of jointly developed technology and/or associated sharing of revenue shall be governed by a separate agreement.
  - b. Furthermore, if one institution receives any information from the other institution under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received, except to the extent the institution is subject to a legal requirement to disclose any or all of the information.
  - c. As a general policy, the two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programs. Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. Any exception to the above and further details pertaining to ownership of Intellectual Property Rights and related matters will be governed by separate agreements specific to the collaboration activity
- E. **Assignment:** This MoU may not be assigned by either party without the prior written consent of the other party.
- F. **Force Majeure:** If the performance of obligations under this MoU are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party's obligations to the other under this MoU shall be excused and neither party shall have any liability to the other under or in connection with those terms.

G. IITKGP and NMSU agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination

The MoU has been drafted in English and the English version is the official version.

In witness thereof, the parties hereto have caused this MoU to be duly executed by its authorized officers as of the dates indicated below.

For New Mexico State University

For Indian Institute of Technology Kharagpur



Dr. Rolando A. Flores  
Dean

December 107 2018  
Month/Day/Year

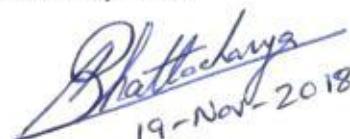


Dr. Lakshmi Reddi  
Dean College of Engineering



Prof. Prasanta Kumar Das  
प्रो. पी. के. दास/Prof. P. K. Das  
Dean PGS&R  
संकायाध्यक्ष, स्नातकोत्तर अध्ययन एवं शोध  
Dean, Postgraduate Studies & Research  
भा.प्रौ.सं., खड़गपुर/IIT Kharagpur

11 19 2018  
Month/Day/Year



Prof. A. Bhattacharya  
Assoc. Dean, International Relations