

**MEMORANDUM OF UNDERSTANDING**  
by and between  
**UNIVERSITY OF NORTH TEXAS**  
and  
**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**

This Memorandum of Understanding ("MoU") is made and entered into by University of North Texas, a higher education institution located in Denton, Texas U.S.A. ("UNT") and by Indian Institute of Technology Kharagpur, a higher education institution located in Kharagpur, Republic of India ("IIT Kharagpur").

**RECITALS**

WHEREAS the institutions are linked by common academic and cultural interests;

WHEREAS the institutions wish to enable cooperation and exchange in all academic areas of mutual interest;

WHEREAS the institutions wish to expand the basis for friendship and cooperative educational exchange between the United States of America and Republic of India; and

WHEREAS this MoU supports the UNT Mission and the IIT Kharagpur Mission;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the institutions agree as follows:

**ARTICLE 1**  
**PURPOSE AND SCOPE OF THE MoU**

**1.01 Purpose.** The purpose of this MoU includes, but is not limited to, the exploring the following collaborative activities: (a) future possibilities for student mobility; (b) the development of collaborative research projects; (c) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia, or lectures; (d) the mobility of research and teaching personnel; (e) co-authored publications; (f) submission of collaborative proposals for grants/funding opportunities; and (g) possible access to publications and other materials of common interest. Any specific projects undertaken may require that they be set forth in a supplemental agreement, as outlined in Clause 2.02.

**1.02 Scope.** Cooperative projects under this MoU may include any of the academic disciplines represented at either of the institutions.

**ARTICLE 2**  
**PROPOSED ACTIVITIES PURSUANT TO THE MOU**

**2.01 Institutional Appointees.** In order to carry out and fulfill the aims of this MoU, each institution will appoint the appropriate persons at each of their campuses to coordinate the development and conduct of joint activities. Prof. Jonathan Michael Spector shall be the coordinator from UNT and Dr. Kaushal Kumar Bhagat shall be the coordinator from IIT Kharagpur. Through these coordinators, either institution may initiate proposals for activities under this MoU. The coordinators will additionally be responsible for the evaluation of activities under this MoU according to the practices of their respective institutions. The coordinators may change from time to time as decided by appropriate authority of the respective institutions.

**2.02 Supplemental Agreements.** Activities the institutions mutually agree to undertake are

subject to further agreement of the institutions and may require that they be set forth in a supplemental agreement signed by authorized representatives of each institution. Supplemental agreements should include specific details of the agreed-upon activity, including such items as: (a) elaboration of the responsibilities of each institution for the agreed-upon activity; (b) schedules for the specific activities; (c) budgets and sources of financing of each activity; (d) intellectual property rights (e) any other items necessary for the efficient conduct of the activity; and (f) any other items necessary to meet the legal and policy requirements of each institution. Supplemental agreements are subject to approval by each institution according to the normal policies and procedures governing the types of activities proposed therein.

### **ARTICLE 3** **TERM AND TERMINATION**

3.01 Term. This MoU shall take effect upon signature by both institutions and, unless earlier terminated, will continue for a period of five (5) years from that date.

3.02 Extension. This MoU may be extended by mutual agreement of the institutions, which must be reduced to writing and signed by both institutions.

3.03 Termination. This MoU may be terminated at any time by either institution upon written notice of 90 days to the other. Any supplemental agreement entered into pursuant to this MoU will not automatically terminate with the termination of this MoU, and any student then enrolled in a program created by such supplemental agreement shall be permitted to complete that program under the terms and conditions of that supplemental agreement.

3.04 Amendment. This MoU may be amended at any time by either institution upon notice to the other, which must be reduced to writing and signed by both institutions.

### **ARTICLE 4** **MISCELLANEOUS**

4.01 Accreditation. UNT is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") to award baccalaureate, master's, and doctorate degrees. IIT Kharagpur is not accredited by "SACSCOC" and the accreditation of UNT does not extend to or include IIT Kharagpur or its students. IIT Kharagpur is recognized by the Government of the Republic of India and this recognition does not extend to UNT or its students. Although UNT and IIT Kharagpur may accept certain course work of the other institution in transfer, other colleges and universities may not accept this course work in transfer, even if it appears on a transcript from UNT or IIT Kharagpur.

4.02 Jurisdiction. This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

4.03 Non-discrimination. UNT and IIT Kharagpur 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.

4.04 Confidentiality. Each institution will take necessary and reasonable care to protect any confidential information received from the other under this MoU as dictated by applicable laws and shall release no information except as permitted or required by law.

IN WITNESS WHERE OF, the institutions have caused their duly authorized representatives to execute this Memorandum of Understanding to be effective upon signature by both parties hereto.

INDIAN INSTITUTE OF TECHNOLOGY  
KHARAGPUR

By:

  
Partha P. Chakrabarti  
Director

Date: 18-06-19

UNIVERSITY OF NORTH TEXAS

By:

  
Jennifer Evans-Cowley  
Provost and Vice President for  
Academic Affairs

Date: 7/3/19

Acknowledged By:

  
Kinsuk  
Dean of the College of Information