

MEMORANDUM OF UNDERSTANDING

BETWEEN

Indian Institute of Technology, Kharagpur

AND

The University of Texas Rio Grande Valley

The University of Texas Rio Grande Valley (hereinafter referred to as UTRGV) located in Edinburg, Texas, USA and the Indian Institute of Technology, Kharagpur, (hereinafter referred to as IITKGP) located at Kharagpur, West Bengal, India, 721302, enter into a memorandum of understanding to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTRGV and IITKGP 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.

II.

To achieve these goals, UTRGV and IITKGP will, insofar as the means of each institution allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- organize symposia, conferences, short courses, and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

III.

IITKGP and UTRGV agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed, disability or handicap, or sexual orientation.

- Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

IV.

Each institution will adhere to the intellectual property laws of its nation. Intellectual property developed by an exchange student/researcher/faculty/staff while participating in a program pursuant to this agreement will be governed by the rules of the host institute unless otherwise specified in the program agreement. Any other intellectual property shall remain the sole and exclusive property of the Party or individual to whom it belonged prior to the commencement of this Memorandum of Understanding. Each institution will respect any non-disclosure agreements to which it agrees. All other terms and conditions pertaining to jointly developed IP shall be governed by separate agreements specific to the activity/activities that may be taken up under this MoU.

V.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. 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 partner 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 cooperative agreements.

VI.

This general Memorandum of Understanding shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties.

VII.

All travel and living expenses will be the responsibility of the home institution, except as stipulated in any specific program agreement. The host institution will assist professional staff engaged in teaching or research to find local living facilities.

VIII.

Upon approval by each institution, this agreement shall remain in effect for a period of three (3) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement 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 UTRGV nor IITKGP shall be liable to the other for any monetary or other losses which may result.

IX.

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.

EXECUTED by The University of Texas Rio Grande Valley and the Indian Institute of Technology Kharagpur in duplicate copies, each of which shall be deemed an original.

**THE UNIVERSITY OF TEXAS RIO
GRANDE VALLEY**

**INDIAN INSTITUTE OF
TECHNOLOGY KHARAGPUR**

DocuSigned by:
By: Janna Arney
8D452866450E40C...
Janna Arney, PhD

By: _____

Title: Deputy President and Interim Provost
Deputy President and Interim Provost

Title: _____

Date: 6/4/2021

Date: _____

Last Updated: February 2021

Information Sheet Agreements with International Universities

Name/Title: Raj Parikh, Interim Director, School of Accountancy

Department: School of Accountancy College: Robert C. Vackar College of Business and Entrepreneurship

Email: Raj.parikh@utrgv.edu Phone: 956-665-3384

AGREEMENT INFORMATION:

Please answer the questions below and submit with the proposed Agreement.

1. **Names/positions of UTRGV parties involved.**
Bin Wang, Associate Dean, Graduate Programs
Akinloye Akindayomi, Director, MBA Program

2. **Brief overview of partner university/institute/organization.**
 - a. **Name:** Indian Institute of Technology, Kharagpur
 - b. **Location:** Kharagpur, West Bengal, India
 - c. **First Year of Operation:** 1951
 - d. **Ranking (Visit www.4icu.org and search the institution's ranking among all institutions in the specific country.):** 5
 - e. **Student Enrollment:** 10,000 – 14,999
 - f. **Highest Degree Offered:** Doctorate
 - g. **Public/Private:** Public
 - h. **Partner institution contact person/email:** Prof. Biswarup Ghosh
biswarup@vgsom.iitkgp.ac.in

3. **How will signing this Agreement contribute to the strategic mission of UTRGV?**
This international collaboration will promote a richer educational environment, student success and research through exchange of students and faculty

4. **Describe the purpose and intent of this Agreement.**
The purpose of the cooperation between UTRGV and IITKGP 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.

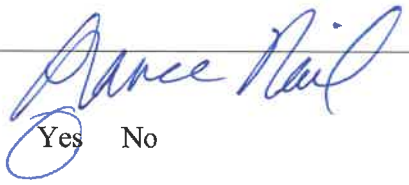
5. **Describe proposed collaboration with UTRGV partner and how the goals of the collaboration will be assessed.**
Goals will be measured by the number of students participating in the exchange, the number of scholars participating in the exchange, and the research activities (e.g., academic papers) produced over a five-year period

6. **Describe any past or ongoing collaboration with UTRGV partner.** None

Department Chair Name: Raj Parikh

Reviewed and Approved by Chair: Yes No

Dean's Name: Lance Nail



Reviewed and Approved by Dean: Yes No

RE: India Institute of Technology, Kharagpur

Priscilla Lozano <priscilla.lozano@utrgv.edu>

Wed 4/21/2021 1:53 PM

To: Alan Earhart <alan.earhart@utrgv.edu>

📎 1 attachments (66 KB)

Agreement of cooperation UTRGV and IITKGP -Ver6 (1).docx;

Hello Alan,

I think there is a typo (see attached). Other than that I think this one is o.k. as the general agreement to agree.

Priscilla



Priscilla Lozano, J.D.

Deputy Chief Legal Officer

Office of Legal Affairs

(956) 665-2024

priscilla.lozano@utrgv.edu

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From: Alan Earhart <alan.earhart@utrgv.edu>
Sent: Tuesday, April 6, 2021 11:59 AM
To: Priscilla Lozano <priscilla.lozano@utrgv.edu>
Subject: Re: India Institute of Technology, Kharagpur

Hello Priscilla,

Could you look over this version of the MOU proposed for IIT of India?

I think they added or altered something else. I cannot be sure. I prefer to get one more thumbs-up from you.

It is our template but the partner and our UTRGV prof had made some cosmetic edits such as from 'agreement of cooperation' to 'memorandum of understanding', plus a few other minor edits.

This is version 6 now.

Alan

Alan B. Earhart, Ph.D.
Director of International Programs and Partnerships
Responsible Officer J-1 Exchange Visitor Program

Office of Global Engagement
(956) 665-2325 alan.earhart@UTRGV.edu

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From: Alan Earhart <alan.earhart@utrgv.edu>
Sent: Monday, February 1, 2021 1:43 PM
To: Priscilla Lozano <priscilla.lozano@utrgv.edu>
Subject: Re: India Institute of Technology, Kharagpur

Thank you, Priscilla.

Alan B. Earhart, Ph.D.
Director of International Programs and Partnerships
Responsible Officer J-1 Exchange Visitor Program
Office of Global Engagement
(956) 665-2325 alan.earhart@UTRGV.edu

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From: Priscilla Lozano <priscilla.lozano@utrgv.edu>
Sent: Wednesday, January 20, 2021 4:27 PM
To: Alan Earhart <alan.earhart@utrgv.edu>
Subject: RE: India Institute of Technology, Kharagpur

Hi Alan,

Please see proposed edits and comments.

Priscilla



Priscilla Lozano, J.D.

Deputy Chief Legal Officer
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(956) 665-2024
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From: Alan Earhart <alan.earhart@utrgv.edu>
Sent: Tuesday, January 19, 2021 4:19 PM
To: Priscilla Lozano <priscilla.lozano@utrgv.edu>
Subject: India Institute of Technology, Kharagpur

Hello Priscilla,

Prof. Raj -Parikj of VCOBE is proposing a new partnership with ITT of Kharagpur in India.

ITT has proposed some additions to our UT template for general agreements of cooperation.

Please provide some feedback.

Alan

Alan B. Earhart, Ph.D.
Director of International Programs and Partnerships
Responsible Officer J-1 Exchange Visitor Program
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(956) 665-2325 alan.earhart@UTRGV.edu

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