



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into this 9th day of January, 2023 by and between **Dr. Sudipta Chakrabarti, Principal, Midnapore City College, Kuturiya, Bhadutala, West Medinipur, India** and **Dr. Kartik C. Ghosh, Distinguished Professor, Missouri State University, Springfield, MO 65897, USA.**

WITNESSETH THAT:

WHEREAS, Midnapore City College and Missouri State University desire to promote the enrichment of their academic and research missions; and

WHEREAS, Midnapore City College and Missouri State University desire to strengthen and expand the mutual contacts between the two institutions; and

WHEREAS, Midnapore City College and Missouri State University desire to provide for a variety of collaborative opportunities for the two institutions on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

I. Scope of Agreement - This Agreement shall commemorate the parties' intent to enter into but not belimited to, the following types of collaboration:

- A. Collaborative Research and Discovery, Learning and Teaching
- B. Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.

II. Period of Agreement - This Agreement shall be effective upon the date of final execution and will remain in force for a period of five years. Either university may terminate the agreement by providing notice to the other party in writing.

III. Activities Under This Agreement - It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each institution, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

IV. Planning and Management of Activities – Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each

DEPARTMENT OF PHYSICS, ASTRONOMY & MATERIALS SCIENCE

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party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute. Therefore, Midnapore City College reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Midnapore City College.

- V. **Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VI. **Nondiscrimination** – Midnapore City College and Missouri State University agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- VII. **Use of Name** - Missouri State University will not use the name or logo of Midnapore City College, nor of any member of Midnapore City College's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Midnapore City College. Midnapore City College will not use the name or logo of Missouri State University, or any employee of Missouri State University, in any publicity, advertising, or news release without the prior written approval of Missouri State University.
- VIII. **Modification** – The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. **Prevailing Language** - Should this document be executed in two languages; the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- X. **Non-Binding** – This Agreement is non-binding and solely for the purpose of establishing a basis upon which Midnapore City College and Missouri State University will continue discussions. Either Midnapore City College or Missouri State University may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.
- XI. **Foreign Corrupt Practices Act** – Midnapore City College and Missouri State University represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives,

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officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

IN WITNESS WHEREOF, Midnapore City College and Missouri State University have executed this Agreement as of the date first above written.

Signing for Midnapore City College

Sudipta Chakraborty

January 09, 2023

Date

Signing for Missouri State University

Shosh

January 09, 2023

Date

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