



MEMORANDUM OF UNDERSTANDING
Between
University of Calcutta
and
University of Maryland College Park

This Memorandum of Understanding ("MOU"), effective on the last date of signature below ("Effective Date"), is hereby entered into by and between the University of Maryland College Park, a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, on behalf of its Joint Program in Survey Methodology and its Department of Mathematics ("UMD"), and the University of Calcutta ("CU"), a collegiate public state university located in Kolkata (formerly Calcutta), West Bengal, India, each a "Party" hereto and collectively the "Parties."

Purpose. The Parties share interests in research in mathematics, statistics and survey methodology. Based on these premises and for good and valuable consideration, the Parties hereby agree as follows:

- 1. Scope of Project.** Both Parties have agreed to explore and implement mutually rewarding viable initiatives focused on, among others, the following areas of academic cooperation:
 - a. Collaborative research;
 - b. Faculty and student mobility;
 - c. Co-supervision of graduate students;
 - d. Other academic collaboration, including publications.

- 2. Responsibilities of Parties.**
 - a. UMD shall be responsible for completing necessary university level paperwork to assist CU faculty and students for obtaining appropriate visa to enter the United States and providing usual office space and computer facilities for these CU faculty and students.
 - b. CU shall be responsible completing necessary university level paperwork to assist UMD faculty and students for obtaining appropriate visa to enter India and providing usual office space and computer facilities for these UMD faculty and students.

- 3. Administration of Specific Collaboration Projects.** CU and UMD agree that this MOU does not commit either to make specific financial or personnel support for the academic cooperation anticipated herein. This MOU cannot detail how any one collaborative effort will be implemented, administered, or funded, in light of the variety of anticipated collaborations. As a result, CU and UMD acknowledge that they will need to enter into separate subsidiary agreements for each

collaboration to address the scope of work; each Party's contributions and obligations to the specific project; the administration, coordination, and implementation of the project; the respective rights of each Party to own, use, and license intellectual property that is developed in the course of the collaboration; and other issues mutually agreed to by the Parties. The terms and conditions of subsidiary agreements will be consistent with this MOU.

4. Financial Arrangements. This is an unfunded MOU. Any financial arrangements shall be negotiated separately and will depend on the availability of funds. Both Parties agree, however, to endeavour to secure governmental, corporate or other third party funding where possible in order to support the collaborative activities covered by this MOU.

5. Export Control.

- a. "Export Controlled Information" means confidential technical information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of commodities controlled under the Commerce Control List of the Export Administration Regulations or the U.S. Munitions List of the International Traffic in Arms Regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.
- b. UMD has many students and faculty that are non-U.S. persons and UMD utilizes some information systems (i.e. cloud services) that are not certified for receiving Export Controlled Information. The transfer of Export Controlled Information is prohibited under this MOU unless the Receiving Party's Export Compliance Officer has provided written permission. Should one Party believe it is necessary to disclose Export Controlled Information, that Party (the "Disclosing Party") shall notify the Receiving Party's Export Compliance Officer and provide a description of the information including the applicable export jurisdiction and classification for the associated commodity. The Disclosing Party will abide by any instructions provided by the Receiving Party for the transmittal of Export Controlled Information. Neither Party is obligated to accept Export Controlled Information and will incur no contractual liability for refusal to accept Export Controlled Information.
- c. UMD is unable to ship any equipment abroad without the express prior approval of the University's Export Compliance Officer.

6. Term and Termination.

- a. This MOU shall remain in force for a period of 3 years from the last date of signing after the Effective Date and may be renewed or extended by mutual written consent of the Parties.
- b. The Parties may terminate this MOU at any time by mutual agreement.
- c. Either Party may terminate this MOU for convenience at any time provided that the terminating Party provides thirty days written notice prior to termination.

- 7. Contacts and Notices.** Any notice required to be given under this MOU shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document (a PDF is sufficient) with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each Party's designated contact, identified below, or such other person a Party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to:

For UMD: Wendy Montgomery
Director, Office of Research Administration
3112 Lee Building
College Park, MD 20742
oraa@umd.edu
Phone: 301-405-6269

For CU: Sonali Chakraborty Banerjee
Vice Chancellor, University of Calcutta
87/1 College Street
Kolkata 700073, India

8. General Terms and Conditions.

- a. **Modifications.** Any modification of this MOU shall be effective only upon the mutual written agreement of authorized representatives of both Parties.
- b. **No Third Party Beneficiaries.** This MOU is for the benefit of the Parties; there are no third party beneficiaries.
- c. **Relationship.** Nothing in this MOU shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- d. **Assignment.** This MOU and any rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning Party.
- e. **Liability.** Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS MOU EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- f. **Disclaimer of Warranties.** UMD shall use reasonable efforts to carry out the scope of this MOU, but results are provided as is. THE STATE OF MARYLAND, UNIVERSITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESEARCH RESULTS THAT MAY BE

CONTEMPLATED, ANTICIPATED OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESEARCH RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

- g. Disputes. The Parties will work to resolve disputes amicably and may elevate disputes to their chief executives if such disputes cannot be resolved at the project level.
- h. Governing Law. This MOU shall be governed by the laws of the State of Maryland without references to its conflicts of laws principles.
- i. Entire Agreement. This MOU constitutes the entire agreement and understanding by and among the Parties on the subject matter presented herein and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the Parties relating to this subject matter that are not fully expressed herein. This MOU may be executed in duplicate and each original shall be equally effective. The Parties accept electronic delivery of the executed MOU.

SIGNATURE PAGE FOLLOWS

AGREED TO:

UNIVERSITY OF CALCUTTA

Sonali Chakravarti Banerjee
Authorized Signature

Sonali Chackraborty Banerjee
Printed Name

Vice Chancellor
Title

8.2.2019
Date

UNIVERSITY OF MARYLAND COLLEGE PARK

WMontgomery
Authorized Signature

Wendy Montgomery
Printed Name

Director of Research Administration
Title

February 8, 2019
Date