

GENERAL AGREEMENT FOR MUTUAL COOPERATION AND COLLABORATION BETWEEN THE UNIVERSITY OF DELAWARE AND THE INDIAN INSTITUTE OF TECHNOLOGY-KANPUR

THIS GENERAL AGREEMENT, effective on the date of the last signature and entered into by and between the University of Delaware, Newark, Delaware, U.S.A. (hereinafter referred to as "UD") and the Indian Institute of Technology-Kanpur, Kanpur, India (hereinafter referred to as "IIT-K") under the following terms and conditions:

ARTICLE 1: PURPOSE

- 1.1 The purpose of this General Agreement, and the Supplementary Agreements envisioned herein, is to establish linkages and create the foundation for mutual cooperation and collaboration among the academic disciplines that UD and IIT-K (hereinafter jointly referred to as the "cooperating institutions") have in common.

ARTICLE 2: SCOPE

- 2.1 The scope of this Agreement will include the areas of teaching, research, faculty and student exchanges, and any other related areas that are mutually determined to be appropriate by the cooperating institutions in the future. Under the framework of this General Agreement, any and all units of the two parties have the ability, in coordination with the respective points of contact identified in Article 6.1 of this document, to develop and engage in joint activities. This General Agreement does not require either UD or IIT-K to assume additional financial obligations unless such obligations are mutually and clearly agreed upon between participating units in Supplementary Agreements.

ARTICLE 3: SUPPLEMENTARY AGREEMENTS

- 3.1 Individual units of UD and IIT-K that wish to engage in collaborative activities on a regular basis must negotiate a Supplementary Agreement to this General Agreement. The terms of a Supplementary Agreement may not, directly or by default, contradict the terms of this General Agreement between UD and IIT-K.
- 3.2 Every Supplementary Agreement negotiated between participating departments or units at UD and IIT-K must clearly and fully identify the following elements:
 - 3.2.1 The scope, timeframe, and objectives of the activity in detail.



- 3.2.2 The responsible parties within the particular departments or units that are participating in the Supplementary Agreement. The individuals identified will be directly responsible for the implementation and oversight of the proposed activity in the Supplementary Agreement. Changes to the personnel involved may be made at the discretion of the unit head, in coordination with the institutional points of contact at UD and IIT-K named in Article 6.1 of this document.
- 3.2.3 The specific commitment of resources, if applicable, and the attendant financial obligations of the respective collaborating units. This General Agreement does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by collaborating units.
- 3.3 To be valid, every Supplementary Agreement must be signed and approved by the relevant unit, college, and the point of contact at the partner institution named in Article 6.1 of this document.

ARTICLE 4: EXCHANGES

- 4.1 All student exchange activities, whether for undergraduate or graduate students, must be articulated in a Supplementary Agreement to this General Agreement in consultation with the institutional points of contact identified in Article 6.1 below.
- 4.2 In the governing Supplementary Agreements, the partnering units at UD and IIT-K must each designate a Program Coordinator to be in charge of assisting students with registering for courses, planning their program of study, the timely transmittal of grades to the student's university of origin, and coordination with the institutional points of contact identified in Article 6.1 below.
- 4.3 **Faculty Exchanges and Other Collaborations**
- 4.3.1 UD and IIT-K will encourage collaboration and exchanges among faculty and other researchers.
- 4.3.2 Travel expenses of invited faculty are not the responsibility of the host university, although partnering units may assist with them at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplementary Agreement and should be clearly articulated therein.
- 4.3.3 Living expenses of invited faculty and researchers while at the host university are subject to the terms and conditions of the relevant Supplementary Agreement signed by the partnering units.
- 4.3.4 The two universities will endeavor to organize other collaborative efforts in areas of common research, teaching, and service.

ARTICLE 5: OVERSEAS STUDY PROGRAMS

- 5.1 The partner institutions will encourage the development of overseas studies programs hosted by each institution when deemed appropriate and mutually beneficial.

ARTICLE 6: COORDINATION

- 6.1 To oversee this General Agreement and coordinate the associated units, activities, and Supplementary Agreements, the partner institutions agree that the institutional points of contact shall be the following:

6.1.1 For UD: Nancy Guerra
Director
Institute for Global Studies
26 E. Main Street
Newark, DE 19716 U.S.A.
Telephone: +1 (302) 831-2852; Fax: +1 (302) 831-6042
Email: nguerra@udel.edu

6.1.2 For IIT-K: Prabhat Munshi
Dean of Resources and Alumni
Indian Institute of Technology
Kanpur 208016
India
Telephone: +91-512-259-7243
dora@iitk.ac.in

- 6.2 All official notices between the two parties regarding the terms and conditions of this General Agreement shall be in writing and be sent via express courier or as registered or certified mail between and to the respective principal points of contact identified in Article 6.1.

ARTICLE 7: VALIDITY AND TERMINATION

- 7.1 This General Agreement will come into effect on the date of the last signature and shall be considered to be in force and valid for a period of sixty (60) months. It may be renewed for sixty (60) month terms by mutual written consent of both parties. If either party wishes to terminate the Agreement, that party shall send to the other party a written notice of termination that must be received no less than one hundred and twenty (120) days prior to the termination date. If no activity subsequent to this General Agreement has taken place within the initial sixty (60) month term, UD shall not renew the General Agreement upon the expiration of the term.
- 7.2 Such a request for termination shall not prevent the continuation of activities already underway.

ARTICLE 8: SETTLEMENT OF DISPUTES

- 8.1 UD and IIT-K agree that any controversy, dispute, or claims between them arising out of this Agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

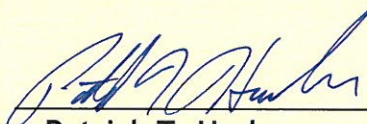
ARTICLE 9: ENTIRE AGREEMENT

- 9.1 This General Agreement, and the Supplementary Agreements envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said Subject matter.

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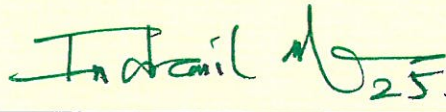
IN WITNESS THEREOF, the parties through duly authorized officials do execute this General Agreement.

UNIVERSITY OF DELAWARE

By: 
Patrick T. Harker
President

Date: 25 August 2014

INDIAN INSTITUTE OF TECHNOLOGY-KANPUR

By: 
Indranil Manna
Director

Date: _____