

Memorandum of Understanding (MOU)

Between

University of Wisconsin – Green Bay

&

Madan Mohan Malaviya University of Technology

Gorakhpur (UP)-273010, India

This Memorandum of Understanding (MOU) is drawn up and agreed upon to establish the initial framework for cooperation between Board of Regents of the University of Wisconsin System d.b.a. the **University of Wisconsin – Green Bay (UWGB)**, 2420 Nicolet Drive, Green Bay WI 54311, USA and **Madan Mohan Malaviya University of Technology (MMMUT)** Gorakhpur (UP)-273010, India.

University of Wisconsin – Green Bay (herein after referred to as “**UWGB**”, which expressions shall, unless repugnant to the context, mean and include its successors and permitted assigns) is a public university located in Green Bay, Wisconsin, USA. Founded in 1965, it is part of the University of Wisconsin System. Since its founding, the university has emphasized environmental sustainability, but has expanded to include a large and diverse array of academic programs in science, engineering & technology, management among others. UWGB offers associate, bachelor, master, and doctoral degree programs. **UWGB** shall enter into this MOU as the **FIRST PARTY**.

AND

Madan Mohan Malaviya University of Technology University (herein after referred to as **MMMUT** which expressions shall, unless repugnant to the context, mean and include its successors and permitted assigns) was established in 2013 by the Government of Uttar Pradesh in the form of a non-affiliating, teaching and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962. The vision of University is to facilitate and promote studies, research, technology incubation, product innovation and extension work in Science, Technology and Management Education, and to achieve excellence in higher technical education. **MMMUT** offers its prospective students exceptionally favourable conditions to study in a well-equipped architectural academic complex housing numerous lecture rooms, laboratories, ITRC, Library, computer rooms and language laboratories. **MMMUT** offers undergraduate, graduate and doctoral degree programs in Computer Science & Engineering, Civil Engineering, Electrical Engineering, Electronics & Communication Engineering, Mechanical Engineering, and Chemical Engineering. **MMMUT** offers doctoral program in Science and an MBA degree program as well. As of summer, 2018 **MMMUT** has about 3800 students enrolled in various degree programs. **MMMUT** shall enter into this agreement as the **SECOND PARTY**.

“**UWGB**” and “**MMMUT**” are hereinafter, wherever the context so admits, collectively referred to as the “**Parties**” and individually as a “**Party**”.

AND WHEREAS the purpose of MoU is to establish an understanding of mutual cooperation between **UWGB** and **MMMUT**, providing a common platform for deriving mutual advantages in their pursuit of higher learning in general and benefiting their respective students and faculties, by way of exposure to each other’s programs, in particular.

Article I: Scope

The initially proposed activities within the scope of the current MOU are:

- a. Activities leading to development of joint projects related to:
 - Student Exchanges
 - Faculty Exchanges
 - Faculty & Staff Development
 - Study Abroad Courses
 - Student & Faculty Visits
 - Working on Collaborative Research Projects



- b. Defining new areas of collaboration that have not been foreseen but can be beneficial to the Parties.

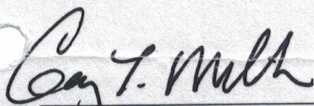
Article II: Duration, Termination and Amendment

- a. The MOU will be effective from the date of signing by both parties for a period of up to five years and may be subject to extension by mutual consent of the Parties, expressed in writing.
- b. Either party may terminate this MOU by giving six months' notice in writing to the other Party.
- c. The provisions of the MOU may be amended at any time with the mutual consent of the Parties in writing.

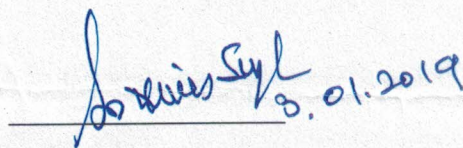
Article III: Special Provisions

- a. Each Party will consult with, and take approval of, the other Party to use the latter's name, the names of the latter's officials / faculty members, and logo for the activities under this MOU, and dissemination of results, on a case by case basis. No name, logo or trademarked material may be used without explicit permission of the Party of ownership.
- b. Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case by case basis, and specified, with all necessary details, in separate Agreements.
- c. Nothing in this MOU shall be construed to create any agency or sub-contract relationship between the Parties. As such, each Party shall be solely liable for all acts or omissions taken by its employees, agents or officers.
- d. Either Party may propose specific projects in terms of teaching, research and community services to be conducted by both parties, Once the specific projects have been defined; the parties agree to formally confirm their commitment thereto in terms of a Program Memorandum, in which the obligations and liabilities of each party shall be defined,
- e. This MOU does not create any financial obligations between the institutions. All specific financial obligations shall be addressed in the Program Memorandum governing that exchange. Absent the establishment of specific financial obligations, the home institution shall be responsible for the collection of and payment of fees associated with their students, faculty and staff.
- f. The provisions of this Agreement may only be amended by mutual Agreement in writing and signed by the authorised representative of each party.

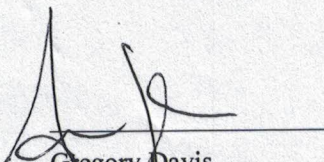
Article IV: Signatories



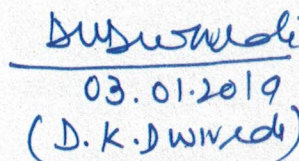
Gary L. Miller
Chancellor
UW Green Bay



Vice Chancellor
Madan Mohan Malaviya University of Technology



Gregory Davis
Provost
UW Green Bay



(D.K.D. Wivedi)