



DR. D.Y. PATIL DNYAN PRASAD UNIVERSITY Pimpri, Pune -18 TEXAS STATE UNIVERSITY
Texas, USA

# MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXAS STATE UNIVERSITY

Texas, USA

&

DR. D.Y. PATIL DNYAN PRASAD UNIVERSITY

Pimpri, Pune -411018

#### MEMORANDUM OF UNDERSTANDING

## BETWEEN

# TEXAS STATE UNIVERSITY

#### AND

## DR. D. Y. PATIL DNYAN PRASAD UNIVERSITY

#### General

Texas State University and DR. D. Y. Patil Dnyan Prasad University. wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in-order to promote collaborative academic and research activities, foster international student and faculty exchange, ensure achievement of their strategic plans, and facilitate cross-cultural engagement for the enhancement of their programs, human resources, and countries.

# I. Scope of MoU

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed, and agreed upon, in writing, by both parties, separately prior to the initiation of that activity. These activities shall be subject to the terms of this MoU. This MoU shall affirm each party's intent to enter in to, among others, the following types of collaborative activity as per the terms and conditions:

- A. Promote academic/scientific/professional relations between institutions.
- B. Develop teaching and research activities of common interests to both institutions.
- C. Encourage teacher and student mobility and exchanges.
- D. Promote discussion and the exchange of experience in all those areas of mutual benefit to both institutions.

## II. Period of MoU

This MoU shall be effective upon the date of final execution and will remain in force for a period of five years. This MoU may be renewed beyond five years by mutual written MoU. In addition, either party may terminate the MoU by providing ninety (90) days' written notice to the other party.

#### III. Activities Under This MoU

It is expected that activities taking place under this MoU will be initiated primarily by academic units within each university, 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. For Texas State University, faculty and student exchanges will follow relevant university guidelines for such activities.

# IV. Planning and Management of Activities

Each distinct activity will be described in a separate agreement drawn up jointly and signed by authorized signatories of each Party. Such agreement will specify the names of those



individuals on each campus responsible for the implementation of the activity and set forth all terms and conditions associated with the activity.

## V. Financial Commitment

This MoU reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate prior agreement, in writing, to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

# VI. Funding of Activities

Separate agreement under this general MoU 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. Activities requiring funding must be approved by both parties. Each party will commit, to the extent allowed by law in their respective countries, the necessary resources of their respective institutions pledged under specific terms of supplemental agreements.

## VII. Nondiscrimination

Texas State University and DR. D. Y. Patil Dnyan Prasad 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, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MoU.

In their execution of this MoU, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this MoU.

# VIII. Use of Name

DR. D. Y. Patil Dnyan Prasad University will not use the name of Texas State University, nor of any Texas State University student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Texas State University. Texas State University will not use the name of DR. D. Y. Patil Dnyan Prasad University or any employee or student of DR. D. Y. Patil Dnyan Prasad University in any publicity, advertising, or news release without the prior written approval of DR. D. Y. Patil Dnyan Prasad University.

#### IX. Amendments

The terms of this MoU may be changed or modified only by written amendment signed by authorized agents of the parties hereto. Parties will notify each other in writing ninety (90) days in advance of modification of this MoU.



# X. Export Control

It is recognized and understood that this MoU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

## XI. Contact Persons

Each party will designate an individual who will serve as the contact person for this MoU.

TEXAS STATE UNIVERSITY	DR. D. Y. PATIL DNYAN PRASAD UNIVERSITY
Name: Mallory Sluder	Name: Dr. Avinash Thakur
Title: Associate Vice President, International Affairs	Title: Executive Director
Address: 601 University Drive San Marcos, TX 78666	Address: DR. D. Y. Patil Institute of Technology, Pimpri, Pune, 411018, Maharashtra, India
Telephone: 512-408-8992	Telephone: +919356370467
E-mail: msluder@txstate.edu	E-mail: executive.director@dypvp.edu.in

It is envisioned that both parties will engage in creative activities that will meet these mutually identified areas of interest with quality and a new sense of international cooperation. This MoU shall remain in force for five years from the date of the last signature below and shall be deposited at Texas State University and at DR. D. Y. Patil Dnyan Prasad University.

So be understood and enthusiastically supported by the undersigned.

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Texas State University		DR. D. Y. Patil Dnyan Prasad	
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Pranosh Aswath Pranesh Aswath (Jun 24, 2024 22:30 CDT)	Jun 24, 2024	Jah	22/06/21
Dr. Pranesh Aswath	Date	Dr. Somnath. P. Patil	Date
Provost and Executive Vice		Secretary,	
President for Academic Affairs		DR. D. Y. Patil Unitech Society	
Dan Alden (Jun 25, 2024 09:51 CDT)	Jun 25, 2024	ninash	22/06/24
Dan Alden	Date	Dr. Avinash Thakur	Date
Director of Procurement &		Executive Director	
Strategic Sourcing		and the second	
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