

കേരളം केरल KERALA

DK 988852

MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

TEXAS STATE UNIVERSITY

**AND** 

KERALA UNIVERSITY OF FISHERIES AND OCEAN STUDIES

General

Texas State University and Kerala University of Fisheries and Ocean Studies wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in order to promote collaborative research activities, foster international academic 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 and conditions for each specific activity in the principal subject under this MOU, including financial aspects, shall be mutually discussed and agreed upon, in writing, by both parties 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 into, among others, the

following types of collaborative activity:

Dr. Gene Bourgeois
Texas State University

Dr. Manoj Kumar B

Kerala University of Fisheries

and Ocean Studies

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Promote academic/scientific/professional relations between the 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.

#### Period of MOU II.

This MOU shall be effective upon the date of final execution and will remain in force for a period of five years. 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. The exchange program of faculty and students must follow the relevant university guidelines for such activities. In addition, the exchange program of faculty and students must also follow the immigration laws for both countries.

Dr. Gene Bourgeois

Texas State University

Dr. Manoj Kumar B

Kerala University of Fisheries

and Ocean Studies

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# 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 agreements 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 agreements under this 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 Kerala University of Fisheries and Ocean Studies 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.

Dr. Gene Bourgeois

Texas State University

Dr. Manoj Kumar B

Kerala University of Fisheries

and Ocean Studies

#### VIII. Use of Name

Kerala University of Fisheries and Ocean Studies 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 Kerala University of Fisheries and Ocean Studies, or any employee or student at Kerala University of Fisheries and Ocean Studies, in any publicity, advertising, or news release without the prior written approval of Kerala University of Fisheries and Ocean Studies.

#### 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.

Any transfer of information or items between the countries must be subject to the relevant laws of export/import and license polices of the United States and India.

#### **XI.** Contact Persons

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

#### TEXAS STATE UNIVERSITY

Name: Dr. Pratheesh O Sudhakaran

Title: Assistant Professor and Graduate

**Student Coordinator** 

Address: 601 University Drive, San Marcos,

TX 78666

Telephone:512-245-2459

E-mail:pos6@txstate.edu

Dr. Gene Bourgeois Texas State University

### **Kerala University of Fisheries and Ocean Studies**

Name: Dr. Devika Pillai

Title: Director of Research

Address: Director of Research, Kerala University of Fisheries and Ocean Studies, Panangad P.O., Kochi,

Kerala, India. Pin 682 506

Telephone:+91484-2703782

E-mail:dr@kufos.ac.in;

Dr. Manoj Kumar B

Kerala University of Fisheries

and Ocean Studies

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 Kerala University of Fisheries and Ocean Studies.

So be it understood and enthusiastically supported by the undersigned.

Texas State University

Dr. Gene Bourgeois

Provost and Vice President for Academic Affairs

Kerala University of Fisheries

and Ocean Studies

Dr. Manof Kumar B

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Dan Alden

Date

Director, Procurement &

Strategic Sourcing

OF FISHERIES & SIGNAL STATES