MEMORANDUM

OF UNDERSTANDING

For

COLLABORATION

BETWEEN

BRITISH AMERICAN UNIVERSITY

FLORIDA, USA
www.bau-edu.us

&

ADAMAS UNIVERSITY

KOLKATA, INDIA
www.adamasuniversity.ac.in

JULY, 2024

Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into this 22nd day of July, 2024 between **British American University** established under the Laws of Florida, USA (hereinafter referred to as "Party A"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party A's legal representatives, executors, administrators, successors and assigns) of the ONE PART and **Adamas University** created and established under the provisions of the Adamas University Act, 2014 [West Bengal Act IV of 2014], hereinafter referred to as "Party B" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party B's legal representatives, executors, administrators, successors and assigns) of the OTHER PART

WHEREAS:

1. Party A holding the authority from the government of USA to operate as an educational institution in the United States of America or elsewhere desires to collaborate with Party B; and Party B holding the authority from the necessary statutory authorities/bodies including UGC to operate as an educational institution in India and desires to collaborate with Party A in pursuance of common purposes of both Parties jointly and severally under the terms and conditions hereinafter set forth,

2. Party A and Party B have therefore agreed to collaborate/cooperate with the major objective of providing quality educational opportunities (academic and professional) for domestic and overseas students; and for the benefits of both Parties jointly and severally within the Laws guiding the practice of education in United States of America and India.

THEREFORE, based upon the foregoing and the Covenants and Understanding set forth below, it is hereby agreed between both Parties as follows:

1. OBJECTIVES:

The objectives of this MoU concerns joint teaching and research collaboration and may also include the following activities:

(a) Organizing, promoting, staffing and coordinating long and short-term staff and student exchanges and other academic activities, provided that all participants are appropriately qualified and there are adequate financial resources,
(b) Facilitating and coordinating joint research cooperation and curriculum development,

(c) Organizing seminars, academic interactive sessions, and other professional development activities,
(d) Coordinating special short-term academic programs, including short-term seminars to introduce staff and students of the institutions to general cultural activities and other areas of specialized learning, and
(e) Enhancing the capacity of the two Universities to carry out relevant research and to secure the required external funding for same.

Under this agreement, various Faculties, Departments, Centers and Units of partner institutions will be able to collaborate in areas that will be of mutual benefit.

2. IMPLEMENTATION

Each University before execution of this MoU shall designate a Liaison Officer on their behalf and intimate the name in writing to other University, to develop and coordinate specific activities or programs. The terms of such mutual assistance and the necessary budget for each specific programme and activity that is to be implemented under the terms of this MoU shall be discussed and agreed, and written into a legally binding agreement prior to the initiation of the programme or activity and any such agreement shall be reviewed at agreed intervals.

3. DISCRIMINATORY PRACTICES

3.1 Both Parties agree not to discriminate on the basis of religion, race, creed, nationality or ethnicity, sex, age, disability, political affiliation, sexual orientation, status as a veteran or any other form of subjectivities.

4. INDEMNITY

4.1 Each Party shall indemnify and keep the other Party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned Party or its employees, agents, contractors or consultants in connection with this Arrangement; each of the Parties hereto covenants and agrees to maintain their respective financial obligations on a current basis,

4.2 Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against all claims, demands, suits, costs and expenses, including attorney's fees, in connection with or arising out of the operations of the program conducted by the Party,

4.3 In the event that one Party becomes a Party to any litigation in which the other Party is named as a Party, the other Party may retain its own counsel to represent it, at the sole cost and expense of the first Party, and

4.4 The indemnity given under this clause shall survive the termination or expiration of this Understanding.

5. RELATIONSHIP OF PARTIES

5.1 Both Parties agree that it is not their intention that this Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed responsible for the acts or omissions of the other Party and this Understanding shall not be construed to be so as to render the Parties liable as partners,

5.2 Notwithstanding anything in this Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time,

5.3 Party A and Party B are each independent contractor. They are not and shall not be considered as joint ventures. Neither shall they have the authority to bind or obligate the other except as expressly set forth in this Understanding, and

5.4 Except as otherwise provided herein, neither Party to this Understanding shall have the authority to hire, fire or direct any employees of the other, and neither is it responsible for the collection, withholding or payment of any taxes for the other.

6. INTELLECTUAL PROPERTY

6.1 The ownership of intellectual property which exists prior to the commencement of this Understanding shall not be altered or transferred or assigned merely by virtue of its use for the purposes of this Understanding,

6.2 Intellectual property in material developed or produced independently by a Party shall vest in that Party, and

6.3 Each Party warrants that: (a) all material developed or produced under this arrangement will not infringe on the intellectual property of third Parties and to the best of its knowledge, the information will not be defamatory or breach any confidentiality undertaking; and (b) any intellectual property used by a Party in connection with this understanding is the sole property of that Party or the Party

is otherwise legally entitled to use such intellectual property for the purposes of this Understanding.

7. GENERAL

7.1 Any provisions of this Understanding which are held to be illegal or otherwise in conflict with any law, statute or regulation shall be deemed to be severed from the remainder of the Understanding and the validity of the remaining provisions shall not be affected,

7.2 Neither Party shall make any misleading or false representations or statements in respect of this Understanding or otherwise.

7.3 Each Party warrants that it has the power and authority to enter into this Memorandum of Understanding and that entry into this Arrangement does not breach any existing contractual undertaking,

7.4 Each Party's rights, duties and obligations under this Arrangement shall not be assigned without the prior written consent of the other Party. Such Arrangement to assignment by the other Party shall be expressly contingent upon the assignee complying with the provisions of this Understanding and the said assignee further agreeing in writing to assume all the Party's obligations both to the other Party and all students enrolled,

7.5 All notices required to be given under this MoU shall be in writing sent to the address of the Party as set out in this Understanding or such other address as a Party may designate by notice given in accordance with this clause. Any notice may be delivered by post, confirmed email or facsimile and shall be deemed to have been served by post eight days after posting and by confirmed email or facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission,

7.6 The headings of this Understanding are inserted for convenience of reference only and are not to be used in construing or interpreting any other provisions of this Agreement,

7.7 All of the terms and provisions of this Understanding shall be binding upon to the benefit of and be enforceable by the Parties hereto and their legal representatives, successors and assigns,

7.8 A waiver by one or both of the Parties hereto of any breach of this Understanding of the representations or warranties contained herein, or of any rights arising here-under, shall not constitute a waiver of any other breach or of any other right,

7.9 Words of any gender used in this Arrangement shall be held to include any other gender, any words in the singular shall be held to include the plural, and vice versa, in any place in which the context so requires,

7.10 This Understanding sets forth the entire agreement between Party A and Party B with respect to the subject matter of this MoU and supersedes any prior negotiations, commitments and agreements, expressed or implied, whether orally or in writing, with respect to the subject matter of this Understanding which may only be changed or modified by an Agreement/MoU in writing, signed by both Parties,

7.11 All student records, courses, curricula, faculty and any and all other records of Party A and Party B are held in the strictest of confidants; all electronic data, meetings and minutes between Party A and Party B shall be held in anonymity. Student information shall never be released to any third Party for any reason,

7.12 Both Parties shall at all times maintain the highest educational standards and conduct its programs in compliance with the policies and procedures promulgated by both Parties jointly and severally from time to time,

7.13 Both Parties individually or collectively may supply textbooks, Journals and other forms of study aids/materials to the students studying under this Arrangement; textbooks and materials costs are not included in the tuition fees and must be paid by student when supplied, and

7.14 Each Party shall further keep the other Party appraise of all policies and procedures promulgated from time to time in order to maintain the highest educational standards required by this Arrangement.

8. AMENDMENT OF THE UNDERSTANDING

8.1 This Understanding constitutes the entire Arrangement between the Parties and may only be varied by further written MoU/Agreement of both Parties.

9. TERMINATION OF THE UNDERSTANDING

9.1 The term of this Understanding shall commence as of the date it is signed by the Representatives of both Party A and Party B, and shall continue for 5 (five) years, from the date of signatures. However, either party may request for termination of this Arrangement by giving ninety (90) days' notice, in writing, prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to be concluded in accordance with the provisions of this Understanding unless otherwise agreed by both Parties in writing,

9.2 The Parties to this Arrangement or their appointed delegate(s) shall have regular meetings at least once a year to arrange all affairs related to the running of, and decision making in respect of, this Understanding and manage its overall administration and coordination, and

9.3 However, a Party may by written notice immediately terminate this Understanding if the other Party is in breach of any agreed terms of this Understanding and the breach is not remedied within thirty days of a notice from the complaining Party specifying the breach and requiring its remedy. The termination will be without prejudice to any right of action or remedy which has accrued or may accrue to any Party,

This Understanding shall be construed and governed in accordance with the laws of the United States of America and/or India.

Signed for and on behalf of the **Adamas University, India**, by:

Prof. (Dr.) Shauli Mukherjee
Professor & Dean – School of Education
Dean – International Relations
Adamas University
Kolkata, India
July 22, 2024

Signed for and on behalf of the **British American University, USA**, by:

Prof.(Dr.) Muhammad Omolaja
President/Chairman of Council,
British American University,
Florida, USA.
July 22, 2024