



CONCERNING THE ESTABLISHMENT OF ACADEMIC COOPERATION BETWEEN

**Indian Institute of Technology Bombay**

and

**George Mason University**

This Memorandum of Understanding (“Agreement”), effective as of the last dated signature below (the “Effective Date”), is made by and between the Indian Institute of Technology Bombay (“IIT Bombay”), located at Main Gate Rd, IIT Area, Powai, Mumbai, Maharashtra 400076, India, and George Mason University (“Mason”), an educational institution and agency of the Commonwealth of Virginia, located at 4400 University Drive, Fairfax, Virginia 22030-4444, USA. Mason and IIT Bombay are referred to individually as “Party” and collectively as “Parties.”

In order to realize a higher level of understanding between the United States and India, IIT Bombay and Mason hereby agree to initiate academic cooperation between the two Parties.

1. **Purpose.** The purpose of this Agreement is to stimulate and to support educational intercultural activities and projects between IIT Bombay and Mason’s Department of Mathematical Sciences.
2. **Scope.** IIT Bombay and Mason agree to explore the possibility of collaborative endeavors in the following areas:
  - a. Promote institutional exchange by inviting faculty of the other Party to participate in a variety of teaching or research activities and professional development;
  - b. Organize symposia, conferences, short courses, and meetings on research issues;
  - c. Carry out collaborative research and continuing education programs; and
  - d. Exchange information pertaining to developments in teaching, student development, and research at each institution.
3. **Implementation.**

- a. Specific collaborations shall be the subject of a separately negotiated agreement.
  - b. Such agreement shall specify necessary financial arrangements to support these activities. Neither party guarantees specific funding for the activities under this Agreement.
  - c. This Agreement and any supplemental agreements must comply with all Mason policies, as well as those of relevant accrediting agencies or government bodies.
4. **Coordinators.** Each Party shall designate a coordinator to oversee and facilitate the implementation of this Agreement.

Coordinator for IIT Bombay:

Prof. Swati Patankar  
Dean of International Relations  
Indian Institute of Technology Bombay  
Email: [dean.ir@iitb.ac.in](mailto:dean.ir@iitb.ac.in)  
Tel: +91 2576 7075

Neela Nataraj  
Department of Mathematics  
Indian Institute of Technology Bombay  
Email: [neela@math.iitb.ac.in](mailto:neela@math.iitb.ac.in)  
Tel: +91 2576 7468

Coordinator for Mason:

Harbir Antil  
Department of Mathematical Sciences  
George Mason University  
Email: [hantil@gmu.edu](mailto:hantil@gmu.edu)  
Tel: +1 703 993 5086

5. **Future Cooperation.** Both Parties expect to continue discussions concerning possible future phases of their work together. This Agreement is entirely independent of future cooperation on subsequent phases, which will be separately evaluated and shall require separate agreements.
6. **Approval.** This Agreement is contingent upon the approval, if appropriate, of the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) and/or the State Council of Higher Education for Virginia (SCHEV).
7. **Term and Termination.** This Agreement shall continue for five (5) years, at which time the Parties may negotiate a written renewal. Either Party may terminate this

Agreement without cause upon providing written notice to the other Party no later than three (3) months prior to the date of termination.

8. **General.**

- a. **Intellectual Property.** Provisions related to the ownership, protection and exploitation of the results generated under the specific implementation agreements and to the related Intellectual Property Rights, as well as access rights, will be detailed in the specific implementation agreements.
- b. **Export Control.** The Parties understand that activities under this Agreement may be subject to applicable export control laws. Each Party shall be responsible for compliance with such laws.
- c. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.
- d. **Publicity.** Except as specifically provided for herein, neither Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the use date.
- e. **Independent Contractors.** The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Mason does not sponsor, endorse, or make any express or implied warranties for IIT Bombay and vice-versa.
- f. **Nondiscrimination.** Both Parties agree not to discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, in any of its activities or operations.
- g. **Authorized Signatures.** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- h. **Conflicts of Interest.** No Mason employee may receive compensation from IIT Bombay unless authorized by Mason in writing and vice-versa.

- i. **Sovereign Immunity.** Nothing in this agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- j. **Third-Party Beneficiaries.** No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- k. **Data Protection.** All student data shall be considered to be confidential and each university in receipt of any personal data (the "Receiving Party") from the other university (the "Disclosing Party") shall use its reasonable efforts to comply with all laws and subsidiary legislation applicable to privacy and data protection in the Disclosing Party's country (collectively "Data Protection Legislation") that the Disclosing Party makes known to the Receiving Party, with regard to any and all personal data that it receives from the Disclosing Party. Notwithstanding the foregoing, transfer of information between the Parties from a student's educational records shall only be made with the student's prior written consent and in accordance with the Family Educational Rights and Privacy Act ("FERPA").
- l. **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

To: International Enrollment Partnerships  
George Mason University  
4400 University Drive  
Fairfax, VA 22030, U.S.A.

To: Office of Dean International Relations  
Main Building, First Floor  
India Institute of Technology Bombay  
Powai, Mumbai - 400076  
Maharashtra

SIGNED:

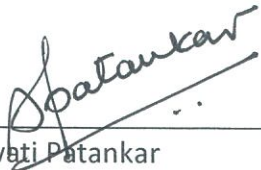
**Indian Institute of Technology Bombay**



Prof. Devang Khakhar  
Director

March 13, 2019

Date



Prof. Swati Patankar  
Dean International Relations

18/3/2019

Date

**George Mason University**



Dr. Peggy Agouris  
Dean, College of Science

2/13/19

Date



Dr. David Wu  
Provost

2/21/19

Date