

MEMORANDUM OF UNDERSTANDING

between

University of Hartford, West Hartford, Connecticut, USA

and

KES' Rajarambapu Institute of Technology, Sakharale, Maharashtra state, INDIA.

This Memorandum of Understanding ("MoU") between University of Hartford, having a business address at 200 Bloomfield Avenue, West Hartford, Connecticut, 07117 USA ("UofH") and KES' Rajarambapu Institute of Technology, Sakharale, MS, India, having a business address at PO: Sakharale, Dist Sangli, MS, India, ("RIT") (each individually, a "Party" and collectively, the "Parties"), takes effect on last date signed below

- I. **Purpose.** This MoU's purpose is to develop appropriate academic and scientific relationships between the Parties as set forth in this document. The Parties intend this MoU to demonstrate benefits that each Party seeks to obtain from establishing international cooperation and collaboration.
- II. **Activities.** A Party is obligated to the other Party with respect to an activity that the Parties develop, anticipate or discuss only if each Party's authorized representative has signed a document that describes each obligation regarding that activity. The Parties must develop appropriate activities that are suitable to their respective missions in areas of mutual interest. By way of example only – and without limitation – these activities may include:
 - A. exchanging faculty and administrative staff;
 - B. exchanging graduate students;
 - C. providing mutual assistance in raising the research qualifications of faculty and conducting collaborative research projects;
 - D. conducting lectures and sharing experience in developing better teaching methods and techniques
 - E. organizing symposia;
 - F. exchanging academic information and materials such as textbooks, course outlines, and scientific publications; and
 - G. promoting other cooperative activities in fields of mutual interest as mutually agreed.
- III. **Operational Contacts.** Each Party has discretion at any time – upon written notice to the other Party – to designate as its contact person any individual who is not specifically named under this Article. Each Party currently designates as its principal contact for this MoU the following:
 - A. for UofH, its Dean of the College of Engineering, Technology, and Architecture; and
 - B. for RIT, its Director of Institute

- IV. **Implementation.** The Parties in good faith must:
- A. separately negotiate arrangements under which the Parties must develop and implement specific MoU activities, on behalf of the Parties' respective faculties, schools or institutes that carry out any specific project; and
 - B. carry out these activities according to each applicable law or regulation that governs either Party, after full consultation and approval between the Parties.
- V. **Financial Resources.** The Parties understand that:
- A. the implementation of any of the types of co-operation stated in Article II depends upon the availability of resources and financial support at each Party;
 - B. the acceptance of degree-seeking students for full programs depends on:
 1. meeting each host institution's funding needs and academic criteria; and
 2. each host country's visa and other requirements; and
 - C. each Party must cause its own student to:
 1. follow that Party's normal application process; and
 2. upon admission, pay tuition and fees to that Party.
- VI. **Term; Termination.**
- A. Duration. This MoU has effect during a three-year period that begins on the Effective Date.
 - B. Renewal. The MoU may be renewed under a written instrument that each Party has signed.
 - C. Termination. Each Party has a right to terminate this MoU upon providing written notice to the other Party no later than six months before the termination is to take effect. Despite any termination notice, the Parties must continue any already-begun MoU activity until any completion date that the Parties have set forth under Article IV, above, unless the Parties in writing determine otherwise.
- VII. **Intellectual Property.** This MoU does not affect any Party's interest in any invention that was conceived and reduced to practice before the Effective Date.
- A. Definitions.
 1. "*Foreground Invention*" means any invention that is conceived or reduced to practice under this MoU.
 2. "*IP*" means intellectual property.
 - B. Foreground Inventions. Each Party promptly must report to the other Party any Foreground Invention.
 1. *Ownership.* A Party solely owns a Foreground Invention claimed in a finally-issued patent, if only that Party's personnel participated substantially in conceiving or reducing to practice that Foreground Invention. The Parties jointly own a Foreground Invention claimed in a

finally-issued patent, if each Party's personnel participated substantially in conceiving or reducing to practice that Foreground Invention.

2. *Commercialization.* The Parties in good faith must determine an arrangement cooperatively to protect and commercialize any intellectual property rights in any Foreground Invention.

- VIII. **Use of Names.** A Party must written approval from an authorized representative of the other Party before using – in any publicity, advertising, or news release – the name of:
- A. the other Party; or
 - B. any employee of the other Party.
- IX. **Liability.** Each Party remains responsible for the negligent acts or omissions of its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this MoU.
- X. **Amendment.** A Party has a right to amend or modify this MoU only by a written agreement that an authorized representative of each Party has signed.
- XI. **Entire Understanding.** This MoU constitutes the Parties' entire understanding and supersedes each other prior written or oral understanding regarding the MoU's subject matter.

Signed:

UNIVERSITY OF HARTFORD

RAJARAMBAPU INSTITUTE OF TECHNOLOGY

FOR Sharon Vasquez
Provost
Date: Nov. 2, 2010

Bhagat R. Patil
Chairman
Date: 02-11-10

Reviewed and Acknowledged:

Reviewed and Acknowledged:

Louis Manzione
Dean
College of Engineering, Technology
and Architecture
Date: Nov. 2, 2010

Dr Sushma S. Kulkarni
Director
Rajarambapu Institute of
Technology
Date: _____

