

MEMORANDUM OF UNDERSTANDING

between

The Dickinson School of Law of The Pennsylvania State University
Penn State Law
University Park, Pennsylvania
United States of America

and

Symbiosis International University
Symbiosis Law School, Pune
India

Whereas, The Pennsylvania State University ("Penn State") through its Dickinson School of Law at University Park ("Penn State Law") and Symbiosis International University through its Symbiosis Law School, Pune ("SLS Pune") acknowledge their strong mutual wishes for future collaboration; and

Whereas, Penn State and SLS Pune (hereinafter known collectively as "Parties"), desire to enrich their respective educational and research programs and to strengthen and expand the mutual contacts between both universities.

Therefore, in order to promote cooperation and exchange in education and research, the Parties hereby agree to the following:

I. Scope of Agreement

The Parties will endeavor to promote the following types of collaboration:

- Faculty exchanges;
- Joint research projects and educational programs;
- Exchange of scientific materials, publications and information;
- Other activities as specified in subsequent agreements beneficial to strengthen the cooperation.

II. Activities under This Memorandum

Activities taking place under this Memorandum of Understanding (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 university. Teaching beyond occasional lectures must be approved by the appropriate units within each university.

III. Planning and Management of Activities

Each distinct collaboration activity will require a separate written agreement.

IV. Funding of Activities

Collaborating units are encouraged to work together to identify and secure outside funding as needed. Financial arrangements and obligations for each activity shall be stipulated in separate agreements prior to the initiation of any such activity.



V. Nondiscrimination

Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and SLS Pune, or by government authorities. Neither Party discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this MOU, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

VI. Intellectual Property Rights

This agreement covers only research and academic cooperation, and does not cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement.

VII. Export Control

The Parties hereby acknowledge that performance and obligations hereunder may be subject to United States export laws, and, to the extent such controls are applicable, performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.

VIII. Use of Name, Logo, and Mark

Neither Party may use the name, logo, or mark of the other in any promotional material (including but not limited to website postings, public announcements and print materials) without the prior written consent of the other Party pursuant to each university's policies.

IX. Evaluation of Collaboration

All specific programs or projects undertaken pursuant to this agreement will be subject to mutual periodic evaluation by the appropriate authorities of the universities engaged in such programs or projects.

X. Period of Agreement, Amendment, Renewal, Termination

This MOU will become effective on the date of the last signature, for a period of five years. It constitutes the entire agreement between the Parties and may only be amended or renewed in writing signed by authorized representatives of both Parties. Each Party shall have the right to terminate this agreement by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.

XI. Original Agreements

The Parties shall sign four (4) originals of this agreement in the English language. Each Party shall retain two (2) originals.


In witness whereof, this Agreement has been executed by the Parties as of the last day written below:

The Pennsylvania State University

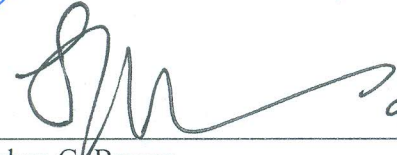
Symbiosis International University


James W. Houck
Dean, Penn State Law University Park

Date


Dr. Vidya Yeravdekar
Executive Director of Symbiosis Centre for
International Education

Date

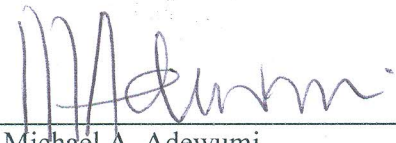

Stephen G. Barnes
Assistant Dean, Penn State Law University Park

Date



Registrar

Date




Michael A. Adewumi
Vice Provost for Global Programs

Date


Shashikala Gurpur
Director of Symbiosis Law School, Pune

Date

Susan J. Wiedemer
Assistant Treasurer

Date