



ARIZONA STATE UNIVERSITY



SYMBIOSIS
INTERNATIONAL UNIVERSITY

GENERAL COLLABORATION AGREEMENT

This General Collaboration Agreement (“hereinafter referred to as Agreement”) is made and executed at Pune on the day of 21st of August 2015.

BETWEEN

THE ARIZONA BOARD OF REGENTS

a body corporate established by the laws of
the State of Arizona, United States of America
for and on behalf of

The Arizona State University

Through its *University Provost*

Mark Searle

(hereinafter referred to as “ASU”)

... OF THE FIRST PART

AND

SYMBIOSIS INTERNATIONAL UNIVERSITY (SIU),

an University constituted under Section 3 of the UGC Act 1956

and having address at: Symbiosis Knowledge Village,

Gram: Lavale, Taluka : Mulshi, District: Pune 411042 (India) ,

Through its *Executive Director*

Dr. Vidya Yeravdekar

(hereinafter referred to as “SIU”)

... OF THE SECOND PART

WHEREAS:

The Arizona Board of Regents is the Governing Board for the State’s Public Universities: **Arizona State University**, Northern Arizona University, and the University of Arizona;

The Board provides policy guidance to the state’s public universities in such areas as: academic and student affairs; financial and human resource

programs; student tuition, fees, and financial aid programs; university capital development plans; strategic plans; legal affairs; and public and constituent outreach;

Symbiosis International University is an University engaged in multitude of educational activities in India;

Arizona Board of Regents and Symbiosis International University are legally constituted under the laws of respective countries and engaged in scientific research and undergraduate and graduate studies;

Both parties intend to encourage closer academic ties and for that purpose, intend to enter into agreements addressing areas of interest and benefit to both institutions;

The parties have decided to execute this General Collaboration Agreement with a spirit of equality of capabilities, academic level, rights and responsibilities;

The parties agree that, this Agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate the development of specific bilateral programs of collaboration;

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER : -

1. Objective:

The Objective of the present General Collaboration Agreement is to encourage and develop closer academic ties between the ASU and the SIU in the areas of interest and benefit to both institutions.

2. Scope of Co-operation:

In particular, both institutions agree:

- a. To identify opportunities for the exchange of faculty and research staff.

- b. To exchange and educate academic personnel through sabbaticals, short stays, seminars, courses, workshops, etc.
- c. To jointly develop research programs and projects.
- d. To jointly develop undergraduate and graduate programs.
- e. To exchange information in the fields of interest to both institutions.
- f. To explore opportunities for faculty and student exchange, studies and research.
- g. To jointly carry out professional and academic events.
- h. To mutually lend advice, technical support and services.
- i. To identify other areas of possible interest and collaboration.

The parties agree that, scope of activities under this Agreement shall be determined mutually by the parties and shall be subject to the finances available at each institution for the types of collaboration undertaken and by such other financial assistance as may be obtained by each institution from external sources.

Each cooperative activity undertaken by the parties hereunder shall be preceded by detailed discussions and a specific written agreement that addresses information pertaining to such activity, including statement of work, duration, cost, intellectual property rights and other necessary terms for international cooperative activities.

3. Further Agreements:

- a Both parties agree to present specific written proposals to collaborate in each area of mutual interest as specified in this agreement which, if approved by both institutions, will lead to a Specific Collaboration Agreement. Each Specific Collaboration Agreement shall be in writing and signed by authorized representatives of both parties.
- b It is distinctively understood between the parties that this arrangement between the two parties is restricted to academic and cultural exchanges between students, faculty, staff and is not to be construed or

read to be intended for offering any joint academic awards including Degree/Diploma. If the parties so decide in future, this agreement will be followed by another agreement for 1+1 program . which will involve awarding of joint degrees/diploma between ASU and constituent Institutes of SIU.

4. General Terms of the Agreement:

ASU and SIU agree that:

- a. Any individual participating in any aspect of this Agreement shall be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, sex, marital status or physical handicap.
- b. Participants will remain bona fide students or academic staff members of their home institution throughout the Term of this Agreement.
- c. All participants under this Agreement, including students and academic staff engaged in study or joint research projects arising out of this Agreement, are expected to respect and honor the laws, rules and regulations of the host institution and the host country.
- d. Reasonable efforts will be made to have equivalent numbers of students and staff members exchanged from each institution during the Term of this Agreement.
- e. Each institution will undertake to encourage joint research among its own faculty members and researchers from the other institution on mutually agreed upon projects funded by external agencies.
- f. Each institution will undertake to provide reasonable office space and other reasonable working facilities to approved researchers from the other institution.

- g. Each institution will undertake to facilitate the access of researchers from the other institution to data sources generally available to its own researchers.

5. Term of Agreement:

- a. The initial term of this Agreement (the "Term") shall commence on the date when signatures of both the parties are affixed on this agreement and shall continue for a period ending five (5) years thereafter. This Agreement shall earlier terminate:
 - i. At any time if either party gives thirty (30) days prior written notice of its intention to terminate the Agreement to the other party;
 - ii. In the event of a breach by either party of any provision of this Agreement which is not cured within fifteen (15) days of receipt of written notice from the non-breaching party describing the breach;
 - iii. Immediately if either party becomes insolvent, dissolves or makes an assignment for the benefit of its creditors, files or has filed against it any bankruptcy or reorganization proceeding, or becomes unable, or admits in writing its inability to meet its obligations as they mature.
- b. Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no party will be released from any obligations which have accrued prior to the effective date of such termination.

6. Use of Intellectual Property and Marks / Information Sharing / Publication:

- a. The parties agree that this Agreement does not constitute a grant by either party to the other of any license or rights whatsoever to the Intellectual Property of a party that may exist at the time this Agreement is entered.

- b. For purposes of this Agreement, "Intellectual Property" includes, but is not limited to, all registered and common law trademarks and service marks used in any country by the parties, logos, business names and other identifying property, patents (as well as all rights of invention, patented or not), copyrights, trade secrets, know how, courses, industrial designs, utility models, Confidential Information, commercial or proprietary names, commercial notices, rights archives, domain names, and all types of proprietorship rights and forms of industrial or intellectual property that can be protected by corresponding laws.
- c. Each party agrees that it will not use, commercialize, reveal to third parties, distribute, give, or in any other form dispose of or disseminate the Intellectual Property or confidential or proprietary materials or information of the other party (collectively, the "Confidential Information") without the prior written consent of the other. "Confidential Information" shall not include:
- i. Information that was or becomes published, known publicly, or otherwise in the public domain without breach of this Agreement or any other obligation of confidentiality;
 - ii. Information that is required to be disclosed by the receiving party by law or court order, provided that the receiving party gives the disclosing party prompt notice prior to making such compelled disclosure so that the disclosing party may seek a protective order or other appropriate remedy and further provided that the receiving party discloses only that portion of the confidential information that is legally required to be disclosed;
 - iii. Information that was lawfully known to or in the possession of the receiving party prior to the time of the disclosing party's disclosure, as reflected in the receiving party's written records;
or

- iv. Information that is disclosed lawfully to the receiving party by a third party having the right to disclose it without an obligation of confidentiality.

The disclosure of Intellectual Property or Confidential Information by one party to the other hereunder shall not constitute or be deemed to result in the grant of any right or license by the disclosing party to the receiving party.

- d. ASU and SIU understand that information and materials provided by ASU or within the custody of ASU are subject to the Arizona Public Records Act, and the information and materials provided by the SIU to ASU are subject to the laws of INDIA.
- e. Ownership of Intellectual Property shall be as set forth below.
 - i. The parties understand and agree that ASU retains any and all right, title and interest in and to any and all Intellectual Property developed, created, collected, received, brought into or used solely by ASU in its performance under this Agreement and that ASU shall have the exclusive right to copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.
 - ii. The parties understand and agree that SIU retains any and all right, title and interest in and to any and all Intellectual Property developed, created, collected, received, brought into or used solely by SIU in its performance under this Agreement and that SIU shall have the exclusive right to copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.
 - iii. The parties understand and agree that any joint Intellectual Property created or developed under this Agreement shall be owned by both parties and the parties shall work in good faith to agree which party shall be responsible for patent prosecution

and commercialization efforts prior to taking any action to obtain patent protection or to commercialize such Intellectual Property. Each party shall have a non-exclusive, and irrevocable license to use (i.e., reproduce, distribute, display, perform and create derivative works) such joint Intellectual Property, so long as such uses are for its own internal, noncommercial, educational and research purposes.

- f. Neither party may publish the results of the parties' joint efforts without giving appropriate credit to the other party in the publication and an opportunity to review the draft publication.
- g. The parties agree to provide each other all reasonable assistance in the application, filing, and securing of Intellectual Property rights and protections.
- h. The parties acknowledge that each party is the owner of certain names, designations, trade names, trademarks, service marks, logos, abbreviations, business names, and other identifying property ("Marks"), which have become associated and identified with the party. It is expressly agreed and understood that:
 - i. Any use by one party of the other party's Marks shall be subject to the prior written approval of the party owning the Marks and such use shall be solely in connection with this Agreement or Specific Collaboration Agreement. Both parties agree to comply with each other's trademark licensing program in connection with its use (if any) of each other's Marks on goods and in relation to services. Prior to any use of each other's Mark by either SIU or ASU or their affiliates or successors or assigns, such party will submit the proposed use of the Mark (together with a sample or specimen of the intended use) to the other's Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement, no party is permitted to use other's Mark without prior written approval by the other

party's Trademark Licensing Coordinator. The use of each other's Mark by either party must comply with legal requirements, including using the "circle R" indication of a registered trademark .

- ii. Each party shall have the right to monitor the development of marketing ideas and withdraw any permission or license that it has granted to the other to use its Marks if such use of the Marks will be contrary to the validity, preservation, integrity, character, and dignity of that party's Marks.
- iii. Each party waives any past or future right, title or interest in or to the Marks of the other party that might otherwise be available beyond this Agreement and acknowledges that upon termination of this Agreement, it shall have no further right to use such Marks.
- iv. Nothing in this Agreement shall be construed or interpreted to prevent either party from granting to the other any other license for the use of its Intellectual Property or its Marks.

7. Relationship between the Parties:

Each party is an independent contractor and is independent of the other party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein.

Neither party shall have any right, power or authority under this Agreement to act as a legal representative of the other party, and neither party shall have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. Each party is responsible for the direction and compensation of its employees. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

8. Service of Notices:

All the notices/correspondences under this agreement shall be sent to the following addresses and to the persons authorized for that purpose:

a) For ASU:

Ajay Vinzé

Associate Vice Provost for Graduate Education
Associate Dean – International Programs
Arizona State University
P. O. Box 871003
Tempe, AZ 85287-1003, USA
Telephone: (480) 965-6685
Fax: (480) 727-0881

b) For SIU:

Mugdha Chandrachud

Officer International Initiatives, SCIE
Symbiosis International University
Symbiosis Centre for International Education (SCIE),
3rd Floor, Viswabhavan,
Senapati Bapat Road,
Pune 411 004 (India),
Telephone: +91-020-25652444,
Fax: +91-020-25673854

All notices, requests, reports and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if the same shall be in writing and shall be delivered either

(i) personally, or

(ii) by facsimile transmission, with a copy by regular mail, or

(iii) by registered or certified mail, postage prepaid, return receipt requested
or

(iv) by courier to the address written above or to such other address or facsimile number as may be specified from time to time in a written notice given by a party in accordance with this paragraph.

The parties agree to acknowledge in writing the receipt of any written notice, request, report or other communication under this paragraph that is delivered in person.

9. Force Majeure:

No party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, actions of third parties or actions or decrees of governmental bodies beyond the control of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. The party so affected shall give prompt notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable. Notwithstanding, if after fifteen (15) days from the Force Majeure Event the affected party cannot resume performance, the other party may terminate this Agreement with no further responsibilities.

10. Dispute Resolution:

The parties hereby agree that, in the event of any dispute between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions.

11. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions.

12. Assignment:

Neither party to this agreement may assign or subcontract or otherwise transfer its rights and duties under this Agreement and subsequent agreements arising from this Agreement without the prior written consent of the other party.

13. Entirety:

This Agreement, including all terms and conditions and its Exhibits, if any, is a complete and exclusive statement of the Agreement between the parties, which supersedes all prior or concurrent proposals and understandings in any language, whether oral or written, and all other communications, in any language, between the parties relating to the subject matter of this Agreement. Such communications include but are not limited to in person conversations, telephone exchanges including any messages received or not received, email or other electronic transmissions including instant messaging services or fax, letters, memoranda, etc.

14. Amendments:

No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by all parties to this Agreement.

15. State of Arizona Provisions:

- a. **Non-Discrimination.** To the extent applicable, the parties agree to comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.
- b. **Non-Appropriation.** The parties recognize that performance of this Agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). Should the Legislature fail to appropriate the necessary funds, then by written notice to SIU, ASU may cancel this Agreement without further duty or obligation. SIU recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
- c. **Provisions in Arizona Law.** Both parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and SIU is subject to provisions of the laws of INDIA. Notice is provided of Arizona Revised Statutes, sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

16. Translation:

The performance of ASU's obligations and SIU's obligations will be governed by the English version of this Agreement.

17. Signatures:

After reading and having knowledge of the legal extent of this Agreement, the undersigned parties bind themselves to the terms and conditions set forth in this Agreement, as of the effective date noted below.

The present General Collaboration Agreement is signed in Pune, INDIA on the date(s) set forth below and is signed in triplicate by the legal representative of the interested institutions in conformity to the content.

The Arizona Board of Regents

for and on behalf of
Arizona State University

PARTY OF THE FIRST PART



Mark Searle
University Provost
Arizona State University

Date Signed: 9/28/15

Symbiosis International University (SIU)

on behalf of
Symbiosis International University

PARTY OF THE SECOND PART



Dr. Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education

Date Signed: 27 Aug 2015

for
Symbiosis International University



Dr. S.C.Nerkar
Registrar, SIU

Swaraj