

**MEMORANDUM OF UNDERSTANDING
BETWEEN WESTERN NEW ENGLAND UNIVERSITY AND
SATHYABAMA UNIVERSITY, INDIA**

This Memorandum of Understanding (the "Memorandum") is entered into as of this May 15th, 2017 by and between WESTERN NEW ENGLAND UNIVERSITY, hereafter referred to as "WNE", with a place of business at 1215 Wilbraham Road, Springfield, Massachusetts, USA and Sathyabama University hereafter referred to as "Sathyabama" officially registered at Rajiv Gandhi Salai, Jeppiaar Nagar, Chennai, Tamil Nadu 600119.

WHEREAS, WNE wishes to further its mission of celebrating the diversity of their community, locally and globally, and creating a community that fosters tolerance, integrity, accountability, citizenship, and social responsibility.

WHEREAS, Sathyabama wishes to enter into cooperative arrangements with WNE in fields of research, teaching and collaboration;

WHEREAS, the Parties desire to associate themselves in a collaborative effort to further their respective educational missions and to promote international educational exchange, joint academic and educational ventures, as well as to promote cross-cultural understanding;

WHEREAS, the Parties find that an association of their respective institutions will assist in furthering the best interests of its students, faculty, and staff, and is in accordance with their respective organizational purposes and goals.

Now, therefore, IT IS HEREBY AGREED AS FOLLOWS:

1. **RELATIONSHIP OF THE PARTIES.** The Parties recognize the need to set forth their understandings in writing in order to avoid misunderstanding as they move forward. The Parties confirm that, notwithstanding the use of terms like "partner(s)," "partnership," "collaborative," "joint venture" and similar terms which may be used herein, the Parties are independent contractors and no Party is an agent, representative, or partner of the other Party. No Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Memorandum will not be interpreted or construed to create an association, agency, joint venture or partnership among the Parties or to impose any liability attributable to such a relationship upon any Party.
2. **ACTIVITIES.** The Parties agree to explore the following opportunities in good faith in joint collaboration:

- a) Faculty Research/Training Program. Sathyabama would like to explore the possibilities of sending some of their faculty to do short term study and training at WNE;
 - b) Student Exchange Program. Sathyabama would like to explore having a student exchange program with WNE;
 - c) Joint Teaching Program. Sathyabama would like to explore the opportunity to have an academic articulation with WNE at the undergraduate education level and at the graduate level;
 - d) That the activities to be initiated in order to realize these objectives shall be determined in each case through particular agreements, in accordance with the rules and regulations of each institution, and subject to available funding on the part of each;
 - e) That representatives of the Parties to the Memorandum shall consult, at regular intervals, to consider the progress of mutual programs to evaluate future projects.
3. **COSTS AND EXPENSES.** Each Party shall be responsible to bear its own costs with respect to the implementation of this Memorandum, unless separately agreed otherwise in writing.
4. **TERMINATION.** This Memorandum will be effective on the date set forth above and shall remain in effect for a five (5) year term. Any Party may terminate this Memorandum or its obligations at any time prior to its expiration, with or without cause, and without incurring liability or obligations to the other Party.
5. **FURTHER AGREEMENTS.** This Memorandum does not obligate the Parties to continued or more substantive association. Rather, it sets forth only the Parties' joint agreement to work together to determine whether continued or more substantive association is in their respective best interests. If the Parties agree, after the date hereof, to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each Parties' contributions, deliverables, and budgets.
6. **NO LIABILITY.** The provisions of this Memorandum are intended only as an expression of intent on behalf of the Parties, and are not intended to be legally binding on any Party. Nothing in this Memorandum is intended to effect, alter or amend either institution's legal rights or obligations with respect to the other institution. This Memorandum shall

serve only as a description of each Party's desire to cooperate in discussion of joint academic and educational ventures, and, if possible, to negotiate and execute valid and legally binding obligations in the future.

7. **LIABILITY AND RISK OF LOSS; INDEMNIFICATION.** Notwithstanding the above, the Parties agree to assume liability for their own risks associated with all activities undertaken under this Memorandum. In particular, each Party shall be responsible for any liabilities associated with the use of its own facilities, equipment, and people and shall maintain necessary and reasonable insurance on such at all times, including without limitation casualty and liability insurance. To the fullest extent permitted by law, each Party agrees to indemnify the other for its own respective risks and actions.
8. **USE OF NAME/TRADEMARKS.** Neither Party shall use the name, emblem, and/or other trademark of the other Party without the prior written consent of the other Party.
9. **NOTICES.** All notices and other communications required or permitted by this Memorandum shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand by an internationally recognized overnight courier service (costs prepaid) addressed to the following address, or (b) transmitted electronically to the following facsimile numbers or email addresses, in each case marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, email address, or person as a Party may designate by notice to the other Party).

To Western New England University:

Western New England University
c/o Bryan Gross
1215 Wilbraham Road,
Springfield,
MA, 01119
USA
Email: bryan.gross@wne.edu

To Sathyabama University:

Sathyabama University:
c/o Dr. T. Sasipraba
Pro Vice Chancellor
Rajiv Gandhi Salai,
Jeppiaar Nagar,

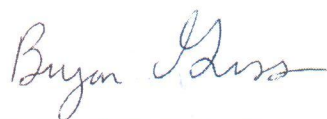
Chennai – 600119
Tami Nadu
Email: provc@sathyabamauniversity.ac.in

With a copy to:
Sathyabama University:
c/o Dr. Preethi Sheshadri
Rajiv Gandhi Salai,
Jeppiaar Nagar,
Chennai – 600119
Tami Nadu
Email: internationalrelations@sathyabamauniversity.ac.in

10. **CONFIDENTIALITY.** The Parties agree that over the course of their respective performance of this MOU, they may exchange confidential information. That information may include, but not be limited to, financial information, programming information, and planning and long- term strategic information. The Parties agree that any confidential information exchanged pursuant hereto shall be treated in the strictest confidence, and shall not be disclosed to any third party or used for any purpose other than in good faith pursuit of the objectives of this Memorandum. The Parties further agree that at the end of their association, each will destroy (or return, as requested) any confidential information exchanged over the course of this Memorandum.
11. **AUTHORIZATION.** Each individual signatory below hereby attests that he/she is duly authorized to bind his or her respective entity.

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum of Understanding or caused it to be duly executed as per the date specified at the beginning of this Memorandum.

On behalf of
Western New England University



Bryan J. Gross
Vice President for Enrollment
Management

On behalf of
Sathyabama University



Dr. Mariazeena Johnson
Pro Chancellor