## MEMORANDUM OF UNDERSTANDING STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES St. Cloud State University, St. Cloud, Minnesota, USA

And

## Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV), INDIA

The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud State University, Saint Cloud, Minnesota ("the College/University") and Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV), University Campus, Indore–Ujjain Road, Indore – 453111, India ("the Affiliate") seek to develop collaborations and exchanges in the fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

### Part 1: Purpose

This Memorandum of Understanding (MOU) serves as written understanding of agreed upon principles between MnSCU St. Cloud State University and Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV), Indore, concerning a set of general academic objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope for this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties in writing before work on any of the projects can commence.

#### Part 2: Objectives, Scope and Major Activities

Both the institutions agree to encourage the development of the following types of activities:

- Visits and exchanges of faculty, scholars and administrators in specific areas of education, research and outreach;
- Joint projects in research and curriculum development
- General academic cooperation including formulation of new programs
- Explore ways to cooperate in undergraduate and graduate education and training including Appendix A;
- Organize joint conferences, symposia, or other scientific meetings on the subjects of mutual interest;
- Exchange of academic information and materials such as data, documentation and research materials in the field of mutual interest, etc.;

MnSCU and International Institution\_Memorandum of Understanding\_template MnSCU OGC\_05. 2013 • Pursue avenues for undergraduate, graduate and professional student exchange during the academic year or summer terms;

St. Cloud State University, St. Cloud,

Other exchange and cooperation programs to which both parties agree.

## Part 3: Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, spaces and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions and documented in a written agreement. It is further expected that both the parties will be compliant with all applicable State and Federal laws and regulations and MnSCU policies.

# Part 4: Duration and Option to Amend, Extend or Terminate

This MOU will become effective when the last required signature is obtained by both the parties. This agreement will remain in effect for 5 years, not to exceed five years beyond the effective signature date. This MOU may be renewed or amended by mutual agreement of the parties and shall be in writing and executed by an authorized representative of each party. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party. Termination shall be without penalty. If this MOU is terminated, neither the Affiliate nor the College/University shall be liable to the other for any monetary or other losses that may result.

#### Part 5: General Terms

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this MOU.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party of this MOU. When logos are to be used to publicize collaborative programs, the logos to be used will be provided by each institution.

Neither the College/University nor the Affiliate shall, in connection with this MOU, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

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This MOU supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between the College/University and the Affiliate.

**Contact Information** 

Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV).

Attn: Dr. Upinder Dhar Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV)., University Campus Indore–Ujjain Road, Indore – 453111, INDIA Phone No.: 0731-2729071-76 E-mail: vc@svvv.edu.in

SCSU

Attn: Shahzad Ahmad 720 4th Ave South Saint Cloud, Minnesota 56301 USA Phone No.: +1-320-308-5151 E-mail: shah@stcloudstate.edu

Signature:

#### 7. SIGNATURES.

Shri Vaishnav Vidyapeeth Vishwavidyalaya, Minnesota State Colleges and Universities Indore (SVVV), Indore, INDIA

St. Cloud State University

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Signature: Beciercourd Name: Purushottamdas Pasari Title: Chancellor, Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore (SVVV).

Title: President, SCSU, St. Cloud MN USA

Date: 12/2/2017

AS TO FORM AND EXECUTION

Signature:

By: Dr. Upinder Dhar

Title: Vice-Chancellor, SVVV, Indore

Date:

JUNE 9, 2017 Date:

Name: Ashish K. Vaidya

AS TO FORM AND EXECUTION

Signature:

By: Shahzad Ahmad

Title: Associate Vice President, Center for International Studies Date: NNI

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SVVV students wishing to participate in the 3.5+1.5 collaborative program, will complete their first 3.5 years of undergraduate studies at SVVV and then attend St. Cloud State in the related Engineering or other program for one semester as an undergraduate student. SVVV students who wish to join this collaborative program must have a minimum GPA of at least 2.75 on a 4 scale. SVVV students should complete a TOEFL test with a minimum score of 79 or an IELTS score of at least a 6.5 overall band to be part of this program. These students must maintain a minimum GPA of 2.75 in their undergraduate studies at SCSU. On successfully graduating from SVVV, they will be accepted into the MEM program or other graduate programs such MS CS, MS IA. SCSU will provide SVVV students cultural sharing scholarship for their undergraduate education. For their Master's program, SCSU will consider students with good academic performance and GRE score, for Graduate Assistantships as per applicable policies and norms in each of the graduate programs.

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Signature: <u>NAME & INVES</u> Name: Ashish K. Vaidya Tule: President, SCSU, St. Cloud MN USA

Ay: Dr. Upinder Dhar

Fale: Vice-Chancellor, SVVV, Indoi

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