PENNSTATE



Directorate of Global Engagement and Operations

University Office of Global Programs The Pennsylvania State University 410 Boucke Building University Park, PA 16802 814-865-7681 Fax: 814-865-3336 global.psu.edu

April 19, 2018

Dr. Salahuddin Punekar Founder & President, SECAB Institutions SECAB Institute of Engineering & Technology Central Admin Block Nauraspur Bagalkot Road, Vijayapura Bijapur Karan 586101 INDIA

Dear Dr. Punekar,

Enclosed are two (2) original Memoranda of Understanding between the Socio Economic Cultural Association – Bijapur and Penn State Worthington-Scranton. Please procure signatures on all documents and then return one to us at the following address:

Jean Rodkey Global Collaborations Assistant Global Programs The Pennsylvania State University 403 Boucke Building University Park, PA 16802 USA

Thank you for your assistance in finalizing this agreement and for your support of this initiative.

Sincerely,

Vlad Likholetov

Global Collaborations Manager

Global Programs

Enclosure: Two (2) original agreements

MEMORANDUM OF UNDERSTANDING

between

THE PENNSYLVANIA STATE UNIVERSITY

Penn State Worthington - Scranton Pennsylvania, United States of America

and

SOCIO ECONOMIC CULTURAL ASSOCIATION - BIJAPUR

Karnataka State, India

WHEREAS, The Pennsylvania State University ("Penn State"), on behalf of its Penn State Worthington-Scranton campus, and Socio Economic Cultural Association Bijapur ("SECAB"), on behalf of its associated institutions, acknowledge their strong mutual friendship and existing cultural and educational collaboration; and

WHEREAS, Penn State and SECAB (hereinafter known individually as "Party" and collectively as "Parties") take cognizance of the profound impact of higher education on rural economic and social development and desire to strengthen bilateral relations in the field of both technical and non-technical education, culture, and value-based learning;

NOW THEREFORE, in order to promote cooperation in education and research in areas of mutual interest pursuant to the prevailing needs and requirements in their respective communities, the Parties hereby agree to the following:

- I. <u>Scope</u>. The Parties will endeavor to promote the following types of collaboration:
 - A. Faculty exchange program and research engagement activities;
 - B. Joint supervision of graduate research projects and theses;
 - C. Hosting industrial, cultural, and academic visits for students and faculty;
 - D. Participation in joint seminars, conferences, professional development workshops and other academic events; and
 - E. Exchange of scientific materials, publications and information.
- II. Activities under this Memorandum of Understanding. Activities taking place under this Memorandum of Understanding ("MOU") will be initiated primarily by various research centers and academic units within each Party, 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 Party. The host institution shall provide office space and give access to libraries and other facilities to exchange faculty and research scholars. Teaching beyond occasional lectures shall normally be in accordance with established rules and regulations of the host institution and must be approved by the appropriate units within each Party.

- III. <u>Planning and Management of Activities</u>. Each Party shall designate a contact person (liaison) to maintain communication and coordinate specific activities or projects. The terms of each distinct collaboration activity or project shall be discussed and agreed upon by the Parties and stipulated in a separate written agreement.
- IV. <u>Funding of Activities</u>. 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. <u>Nondiscrimination</u>. The Parties are committed to the policy that, subject to applicable laws, statues, 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 the Parties, or by government authorities. Both Parties shall abide by these principles in the administration of this MOU, and no 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 any Party to violate any applicable law, statute, code or guideline in order to provide such access.
- VI. <u>Intellectual Property Rights</u>. This MOU only covers research and academic cooperation, and does not cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement between the Parties.
- 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 MOU 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 MOU.
- VIII. <u>Use of Name, Logo, and Mark</u>. Neither Party may use the name, logo, or mark of the other in any promotional or advertising material (including but not limited to website postings, public announcements and program brochures) without the prior written consent of the other Party pursuant to each Party's policies.

- IX. <u>Evaluation of Collaboration</u>. All specific programs or projects undertaken pursuant to this agreement will be subject to mutual periodic evaluation by the appropriate authorities of the Parties engaged in such programs or projects.
- X. <u>Term, Amendment, Renewal, Termination</u>. This MOU will become effective on the date of the last signature, for a period of 5 (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 MOU by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- XI. <u>Originals</u>. The Parties shall sign two (2) original hard copies of this MOU in the English language. Each Party shall retain one (1) original.

IN WITNESS WHEREOF, the Parties hereto have offered their signatures:

THE PENNSYLVANIA STATE UNIVERSITY		SOCIO ECONOMIC CULTURAL ASSOCIATION - BIJAPUR	
Marson W.f.	3-15-18	2	1-5-2018
Marwan Wafa Chancellor, Penn State Worthington-Scranton	Date	S.A. Punekar Founder & President, SECAB Institutions	Date
Madlyn Hanes	3/21/18 Date	Salahuddin Punekar	1/5/2018 Date
Vice President for		Director, SECAB Institutions	
Commonwealth Campuses and Dean of the University College	4/11/18	men	1/5/2018
Michael Adewumi	Date	Dr. Roshan Ara	Date
Vice Provost for Global		Head, Academic Development	Dute
Programs		Council	1 1
Susan J. Wielen	APR 1 6 2018	Big)	5 5 2018. Date
Susan Wiedemer	Date	Dr. Pooja Singh	
Assistant Treasurer		International Desk Coordinator	

Estd: 1969

SECAB ASSOCIATION



E-mail: secab@secab.org. Website: www.secab.org.

91-08352-251321 (0)

277499 (O)

Fax: 91-08352-277353

ASSO/MoU/ID/2017-18

Ref. No.,

Date : ______07.05.2018

Respected Dr. Marwan Wafa Chancellor, Penn State University Worthington- Scranton

Dear Sir,

Kindly find the enclosed original agreement signed by the competent authorities.

Thank you for the initiative. Look forward for some constructive endeavour in this direction.

Thanking you

Dr. Pooja Singh

International Desk Coordinator

SECAB ASSOCIATION

Bijapur (Vijayapur)

Karnataka - India

Enclosure: One original signed agreement