

MEMORANDUM OF AGREEMENT
by and between
UNIVERSITY OF NORTH TEXAS
and
HOMI BHABHA NATIONAL INSTITUTE

This Memorandum of Agreement ("Agreement") is made and entered into by University of North Texas, a higher education institution located in Denton, Texas U.S.A. ("UNT") and by Homi Bhabha National Institute ("HBNI"), a higher education institution located in Mumbai, Maharashtra, India.

RECITALS

WHEREAS the institutions are linked by common academic and cultural interests;

WHEREAS the institutions wish to enable cooperation and exchange in all academic areas of mutual interest; and

WHEREAS the institutions wish to expand the basis for friendship and cooperative educational exchange between India and the United States of America;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the institutions agree as follows:

ARTICLE 1
PURPOSE AND SCOPE OF THE AGREEMENT

1.01 Purpose. The purposes of this Agreement include, but are not limited to, the following: (a) the exchange of students; (b) the development of collaborative research projects; (c) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia, or lectures; (d) the exchange of research and teaching personnel; and (e) the exchange of publications and other materials of common interest.

1.02 Scope. Cooperative projects under this Agreement may include any of the academic disciplines represented at either of the institutions which have been mutually agreed.

ARTICLE 2
PROPOSED ACTIVITIES PURSUANT TO THE AGREEMENT

2.01 Institutional Appointees. In order to carry out and fulfill the aims of this Agreement, each institution will appoint an appropriate person at each of their campuses to coordinate the development and conduct of joint activities. Through these contact persons, either institution may initiate proposals for activities under this Agreement. The contact persons will additionally be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.

2.02 Supplemental Agreements. Activities the institutions mutually agree to undertake are subject to further agreement of the institutions and must be set forth in a supplemental agreement signed by authorized representatives of each institution. Supplemental agreements should include specific details of the agreed-upon activity, including such items as: (a) elaboration of the responsibilities of each institution for the agreed-upon activity; (b) schedules for the specific activities; (c) budgets and sources of financing of each activity; (d) any other items necessary for the efficient conduct of the activity; and (e) any other items necessary to meet the legal and policy requirements of each institution. Supplemental

agreements are subject to approval by each institution according to the respective normal policies and procedures governing the types of activities proposed therein.

ARTICLE 3
TERM AND TERMINATION

3.01 Term. This Agreement shall take effect upon signature by both institutions and, unless earlier terminated, will continue for a period of five (5) years from that date.

3.02 Extension. This Agreement may be extended by mutual agreement of the institutions, which must be agreed to in writing and signed by both institutions.

3.03 Termination. This Agreement may be terminated at any time by either institution upon written notice to the other. Any supplemental agreement entered into pursuant to this Agreement shall automatically terminate with the termination of this Agreement; provided, however, that any student then enrolled in a program created by such supplemental agreement shall be permitted to complete that program under the terms and conditions of that supplemental agreement.

ARTICLE 4
MISCELLANEOUS

4.01 Dispute Resolution. This Agreement may be set forth in the English language. As a general principle, the parties shall work cooperatively to resolve any disputes that may arise from this Agreement. In the event the parties are unsuccessful in resolving disputes in the ordinary course of business, the dispute may be referred to increasingly higher level officials within each institution until the parties can resolve the conflict. If the parties remain unable to resolve any dispute under this Agreement cooperatively, the parties shall submit the dispute for conciliation by two senior members from each party who shall finally resolve the disputes. Administrative costs of conciliation shall be borne equally by the parties.


4.02 Accreditation. UNT is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award bachelor, master, and doctoral degrees and this recognition does not extend to HBNI. HBNI is recognized by the Government of India as a 'Deemed to be University' under the University Grants Commission (UGC) Act 1962 and this recognition does not extend to UNT.

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IN WITNESS WHEREOF, the institutions have caused their duly authorized representatives to execute this Memorandum of Agreement to be effective upon signature by both parties hereto.

HOMI BHABHA NATIONAL INSTITUTE

UNIVERSITY OF NORTH TEXAS

By: 
Name: RR GROVER
Title: DIRECTOR

By: 
Dr. V. Lane Rawlins, President

Date: 27 April 2012

Date: 4/12/2012