

GENERAL MEMORANDUM OF UNDERSTANDING BETWEEN THE ALLIANCE OF 4 UNIVERSITIES (A-4U) OF SPAIN AND

THE Consortium of National Institutes of Technology OF INDIA (Co-NIT)

The Alliance 4 Universities (hereafter referred to as A-4U), Spain, constituted on the constituted on the 1st of December 2008 and comprising Universidad Autónoma de Barcelona, Universidad Autónoma de Madrid, Universidad Carlos III de Madrid and Universidad Pompeu Fabra, represented by HE the Rector of the Universidad Autónoma de Madrid, Mr. José María Sanz Martínez,

And

Consortium of National Institutes of Technology of INDIA hereafter referred to as (Co-NIT). represented by Prof. I K Bhat, Director NIT Hamirpur and Chairperson of Consortium,

Wishing to enhance relations between the two parties, develop academic and cultural interchange in the areas of education, research and other activities, and collaborate together toward the internationalization of higher education,

ACKNOWLEDGING the friendship and excellent bilateral relations between the Government of Spain and the Government of India,

CONSIDERING that the A-4U and the Co-NIT have a common interest in the development of academic scientific research, education and training of highly qualified human capital in both countries,

AGREE to subscribe the present Memorandum of Understanding for collaboration between the A-4U, Spain, and the Co-NIT, India, in the following terms:

COMMON STATEMENT

Both parties provide public and/or private higher education services in their respective countries.

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Both parties, acknowledging the importance of fostering inter-university relations, wish to enhance relations between them in matters related to academic education, science and research, culture and human capital development, sharing of information and knowledge, and any other aspects which aim toward the internationalization of higher education, in accordance with the legislation of their respective countries.

In virtue thereof, both parties hereby agree to sign the present Memorandum of Understanding (hereafter referred to as MoU), subject to the following terms and conditions:

ARTICLE I PURPOSE OF THE GENERAL MEMORANDUM OF UNDERSTANDING

1.1 The purpose of the present MoU is to define the framework of collaboration between both parties in any area which is felt by both parties to be desirable and feasible for the development and strengthening of their cooperative relationship.

ARTICLE II SPECIFIC MEMORANDUMS OF UNDERSTANDING FOR THE DEVELOPMENT OF SPECIFIC PROGRAMS OF COMMON INTEREST

2.1 If both parties wish and agree to, the present MoU can be further developed through the addition of specific Memorandums of Understanding which will provide the details of the specific programs of common interest to be carried out by both parties. The member Universities shall be able to sign bilateral agreements in development of the framework covenant. The terms of collaboration shall be agreed upon in writing by each party's appointed responsible liaison officer prior to the initiation of any specific program. Any specific program shall be subject to mutual consent, availability of funds, and approval by each university.

ARTICLE III AREAS OF ACTIVITY FOR THE DEVELOPMENT OF THE SPECIFIC PROGRAMS OF COMMON INTEREST

3.1 Both parties will show their willingness to collaborate in developing specific programs of common interest, and may if it is their common wish, engage in any activity agreed to that may include, but not be limited to, the following areas, in accordance with the legislation of their respective countries and the institution's regulations:

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- Student exchange.
- Faculty exchange.
- Joint research projects.
- Online student research.
- Graduate and postgraduate research co-supervision.
- Dual degrees.
- Sharing of knowledge, regular dialogue, and reciprocal visit programs; sharing of information on best practices in higher education.
- Identifying funding, internships, or any other kind of cooperation opportunities.
- Joint cultural programs, conferences, workshops and seminars development; training programs.
- Any other collaboration possibility.

ARTICLE IV FINANCE AND RESPONSIBILITIES

- 4.1 The activities derived from the signature of the present MoU shall not involve any expenses for any of the parties.
- 4.2 Both parties shall abide by their laws and regulations in the implementation of the present MoU; all individuals participating in the programs under the present MoU shall abide by the laws and regulations of the host institution.
- 4.3 In order to carry out more effectively the activities arising from the present MoU, both parties may count on the cooperation of other organizations, entities, institutions and companies of a private or public nature.

ARTICLE V MONITORING COMMITTEE

A monitoring committee will be set up consisting of the representative liaison officers from the parties, in order to implement, control and monitor the present MoU and the specific MoUs arising from it; design collaboration proposals in the areas of common interest; send collaboration proposals to each party's competent authorities for approval; clarify and resolve any doubts which may arise in the interpretation or execution of the present MoU. The monitoring committee may, at any time, propose modifications to the terms and conditions of the present MoU.

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The A-4U has appointed as its representative liaison officer the Alliance's Secretary for International Relations for the monitoring committee or his/her delegate, as well as one representative liaison officer from each university of the A-4U (whose name and contact information can be found at the end of the document).

The Co-NIT India has appoints as liaison officer Prof. I K Bhat director NIT Hamirpur, on the monitoring committee or his/her delegate as well as one representative / liaison officer from Four other participating NITs of Co-NIT (whose name and contact information can be found at the end of the document).

ARTICLE VI DURATION, EFFECTIVENESS AND TERMINATION

- 6.1 The present MoU will be valid for 5 (five) years from the date of its signing, and will be effective once the administrative procedures internal to each party have been finalized. Annual reviews will be undertaken to strengthen the collaboration between both institutions.
- 6.2 The MOU will be automatically renewed for further periods of one (1) year unless one party notifies the other party in writing that they do not wish to renew the MOU at the completion of the annual review.
- 6.3 The specific Memorandums of Understanding deriving from it will have the duration specified therein, in accordance with the time frame of the projects or activities carried out.
- 6.4 Either one of the parties have the right to terminate the MoU following a formal written notification with at least 6 (six) months prior notice. In such a case, should there be some specific action in force, the MoU shall continue to be effective until the activity established in the specific MoU is completed.
- 6.5 Either one of the parties has the right to terminate the MoU due to failure to fulfill the terms, providing the other party receives a written formal notification with at least 30 (thirty) days prior notice. If the party that has failed to fulfill an obligation corrects the situation within those 30 (thirty) days, the MoU will remain effective.
- 6.6 The termination in advance, be it due to the will of one or both of the parties, be it due to the failure by one of the parties to fulfill the obligations, will not have any effect on the activities or the obligations accepted and approved by both parties according to the present MoU, that shall be carried out before the present MoU validity period is over.

DIRECTOR
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6.7 If required by any of the parties, the present MoU can be modified if both parties agree to it. Any modification will be effective once both parties have agreed in a written form and once all the corresponding administrative procedures are fulfilled.

ARTICLE VII SETTLING DISPUTES

7.1 All disputes arising from the interpretation, development, modification, resolution or execution of the present MoU or the specific Memorandums of Understanding must be settled, in friendly terms, through consultations or negotiations between both parties, through the Monitoring Committee, or though any other mechanism agreed to by both parties.

ARTICLE VIII LANGUAGES

8.4 The present MoU has been elaborated in the English language version and each version in duplicate. All these versions are equally valid and it is the will of both Parties that all versions are identical in content, spirit and interpretation.

In virtue thereof, both Parties sign the present MoU at the place and on the date that appears under each of the signatures.

By the Alliance 4 Universities

José Mª Sanz Martínez

Rector of the UAM

President of the Alliance 4 Universities

By the Consortium of Co-NIT

Prof. I K Bhat

Director, National Institute of Technology _

Hamirpur, H./P. INDIAr

Place

Place

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Date

Date

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ANNEX I

LIAISON OFFICERS

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