

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING**, entered into this 22<sup>nd</sup> day of November, 2022, by and between Rochester Institute of Technology ("RIT"), Rochester, New York, U.S.A. and Kumaraguru College of Technology (KCT), Coimbatore, Tamil Nadu, India.

### **WITNESSETH THAT:**

Kumaraguru College of Technology (KCT) is an autonomous, self-financing engineering college, affiliated to Anna University. It was started in 1984, with the mission of providing aspiring students of technical education, a challenging learning environment. Over the last three decades, several new programmes have been introduced and the institution has emerged as a trusted destination for quality technical education and as a hub for research and innovation.

Rochester Institute of Technology ("RIT"), a New York not-for-profit educational institution, awards degrees in a variety of fields and disciplines in accordance with the standards imposed by RIT, the State of New York, and the Middle States Association of Colleges and Schools ("Middle States").

**WHEREAS**, RIT and KCT desire to promote the enrichment of their teaching, learning, research, innovation, discovery and global outreach missions; and

**WHEREAS**, RIT and KCT desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, RIT and KCT desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:

- I. Scope of the memorandum of understanding** - To enhance mutual understanding and promote academic collaboration and cooperation, KCT and RIT (the "Parties") agree to collaborate on the development of initiatives of mutual interest. The linkages established through this Memorandum of Understanding ("MOU") recognize the inherent quality and value each partner offers and the synergy that can be created by such cooperative endeavors. This collaboration will strengthen cultural, educational, and research ties to the mutual benefit of both parties.

Each Party of this MOU is committed to developing knowledge of the educational resources and research opportunities existing at the respective sites. As part of this agreement, the Parties will host additional visits in KCT and Rochester, NY, USA for representatives from their respective institutions.

The MOU shall include, but not be limited to, the following types of collaboration:

- A. Short and long-term teaching and seminar development, and other forms of faculty collaboration, between RIT and the KCT. The specifics of faculty exchange will be outlined in the subsequent, additional operating and licensing agreements described in paragraph VIII of this MOU.
  - B. Undergraduate and Graduate Student partnership programs, including degree programs, student exchange, study abroad, and other forms of collaboration which enable student participation in academic programs at the partner institution.
  - C. Collaborative Research, Discovery, Innovation, Learning and Teaching, and other scholarly activities as outlined in separate appropriate protocol document(s).
  - D. Other mutually agreed educational programs
- II. Period of MOU** - This Memorandum of Understanding shall be effective 22<sup>nd</sup> day of November, 2022 and will remain in force for a period of five years. Prior to the expiration date, this agreement may be reviewed for possible renewal for a further five-year period. In addition, either university may terminate the agreement in advance of its normal expiration date by providing the other university with one year prior written notice. In this case, personnel already participating in the exchange shall serve out their terms under the conditions specified at the time of their appointment or in accordance with a subsequent written agreement agreed to in writing by the parties.
- III. Activities Under This Agreement** - It is expected that activities taking place under this MOU shall be pursuant to a subsequent written agreement executed by all parties and will be initiated primarily by academic units within each university, 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 institution, as they may be revised from time to time at the sole discretion of the institution.
- IV. Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate mutually acceptable written protocol document drawn up jointly by the collaborating units, and signed by the appropriate individuals of the parties. Such documents will specify the names of those individuals on each campus responsible for the implementation of the program. For RIT these subsequent, additional operating and licensing agreements must also be approved through the University's defined administrative procedures and signed by the designated administrative units.
- V. Funding of Activities** - The subsequent, additional operating and licensing agreements described in paragraph VIII of this MOU shall make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions in writing.
- VI. Nondiscrimination** - RIT does not discriminate. RIT and KCT agree to promote and value diversity within its workforce and at its institution, and to provide equal opportunity to all qualified individuals regardless of race, color, creed, age, marital status,

sex, gender, religion, sexual orientation, gender identity, gender expression, national origin, veteran status, or disability. RIT and that no person shall be excluded from participation under the terms of this MOU, or any program established under the terms of this MOU, on the grounds of race, color, creed, age, marital status, sex, gender, religion, sexual orientation, gender identity, gender expression, national origin, veteran status, or disability.

**VII. Modification** – The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

**VIII. Agreement in Good Faith** -- Since this MOU constitutes a declaration of intent, this MOU should not be understood as creating a legal or financial tie between these universities. The Parties agree to negotiate in good faith the subsequent, additional operating and licensing agreements referenced in this Memorandum of Understanding. Neither Party shall be obligated to execute such subsequent agreement nor will the failure to mutually agree be deemed a breach of the Parties' obligation to negotiate in good faith.

**IN WITNESS WHEREOF**, Rochester Institute of Technology and KCT have executed this Agreement as of the date first above written.

**Signing for Rochester Institute of Technology**

  
Ellen Granberg (Mar 15, 2023 10:50 EDT)

Ellen Granberg, Ph.D.  
Provost and Senior Vice President for Academic Affairs  
Rochester Institute of Technology  
Rochester, New York (USA)

03/15/2023

Date

**Signing for Kumaraguru College of Technology**

  
\_\_\_\_\_

Dr. D. Saravanan  
Principal  
Kumaraguru College of Technology  
Coimbatore, Tamil Nadu, India

11/11/2022

Date