

**GENERAL AGREEMENT
FOR MUTUAL COOPERATION AND COLLABORATION
BETWEEN THE UNIVERSITY OF DELAWARE
AND
GUJARAT UNIVERSITY**

THIS GENERAL AGREEMENT, effective on the date of the last signature and entered into by and between the University of Delaware, USA (hereinafter referred to as "UD") and Gujarat University, Ahmedabad, Gujarat, India (hereinafter referred to as "GU") under the following terms and conditions:

ARTICLE 1: PURPOSE

- 1.1** The purpose of this General Agreement (hereinafter "Agreement") is to establish linkages and create the foundation for mutual cooperation and collaboration among the disciplines that UD and GU (hereinafter referred to as "cooperating institutions") have in common. This Agreement shall establish the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the activities described herein, subject to future amendments and conditions agreed to by the parties in writing.

ARTICLE 2: SCOPE

- 2.1** The scope of this Agreement will include, subject to the availability of funds of either party, the areas of teaching, research, faculty collaborations, and any other related areas that are mutually determined to be appropriate by the cooperating institutions in the future, including, but not limited to: (a) student and scholar mobility or student exchanges; (b) exchange of academic personnel for teaching, research, or both; (c) organization of joint seminars and conferences; (d) hosting of visiting faculty from the other institution; (e) exchange of academic program materials; (f) development of joint research and publications; (g) study abroad between institutions, (h) ESL student programs at UD; and (i) development of articulation arrangements and/or specialized degree completion programs. Under the framework of this Agreement, any and all units of the two parties have the ability, in coordination with the respective points of contact identified in Article 7.1 of this document, to develop and engage in joint activities the two parties have in common. This General Agreement does not require either of the cooperating institutions to assume financial obligations unless such obligations are mutually and clearly agreed upon between participating units in Supplemental Agreements.

ARTICLE 3: SUPPLEMENTAL AGREEMENTS

- 3.1** Individual units of UD and GU that wish to engage in collaborative activities on a regular basis must negotiate a Supplemental Agreement to this General Agreement. The terms of a Supplemental Agreement may not, directly or by default, contradict the terms of this Agreement between the cooperating institutions.
- 3.2** Every Supplemental Agreement negotiated between participating departments or units at cooperating institutions must clearly and fully identify the following elements:
- 3.2.1** The scope, time frame, and objectives of the activity in detail. For clarity, in this Agreement and any Supplemental Agreement:
- a. "exchange" shall mean a one-for-one exchange of students from each institution;
 - b. "student and scholar mobility" shall mean any activity other than exchange or study abroad, that enables students and scholars from each institution to benefit from limited-term, non-degree engagement with the partner institution;
 - c. "exchange students" shall mean students participating in the exchange implemented herein;

- d. "study abroad or visiting students" shall mean students attending the host institution as guest, non-degree seeking students who otherwise are not part of the exchange;
- e. "home institution" shall mean the institution from which the student intends to graduate;
- f. "host institution" shall mean the institution that has agreed to receive the exchange students from the home institution; and
- g. "ELI" shall mean the English Language Institute at University of Delaware, providing English as a Second Language programs ("ESL").

3.2.2 The responsible parties within the particular departments or units that are participating in the Supplemental Agreement. The individuals identified will be directly responsible for the implementation and oversight of the proposed activity in the Supplemental Agreement. Changes to the personnel involved may be made at the discretion of the unit head, in coordination with the institutional points of contact at the cooperating institutions named in Article 7.1 of this document.

3.2.3 The specific commitment of resources, if applicable, and the attendant financial obligations of the respective collaborating units. This Agreement does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by collaborating units.

3.2.4 **Specifics of the collaboration and each party's obligations shall be outlined in a Supplemental Agreement. However, the following terms shall apply to the collaborative activities of the parties in all instances, provided that the such activity(ies) is within the scope of the Supplemental Agreement.**

i. **Tuition and Fees** - Students attending UD as degree-seeking or visiting students will be assessed nonresident tuition and fees and UD students traveling abroad will pay tuition as determined by the host institution, which may not be greater than the tuition charged to nonresidents. Students attending either institution as exchange students will register and pay the normal tuition fees to their home institution when attending the host university. Exchange and visiting student guidelines are to be agreed to a Supplemental Agreement.

ii. **Housing and Travel** - The host institution will facilitate the arrangement of lodging for visiting students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other school-to-school payments may be negotiated as necessary and must be agreed to in writing by both parties.

iii. **Student Conduct and Academic Policy** - While at the host institution, visiting students are subject to the student conduct and academic policies of the host institution for matters specifically related to their program, while still subject to the student conduct and academic policies of the home institutions if applicable. All visiting students under this program must adhere to all course load requirements for student visas under federal and state laws.

iv. **Faculty/Staff Exchange** - Exchange faculty, staff and/or scholars will remain on their home institution's payroll. The home institution also remains responsible for the administration of any taxes, benefits, or other financial obligations of the home institution.

v. **English Proficiency** - All students from Gujarat University must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he or she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.

vi. Each party retains the ultimate authority over its admissions and academic decisions.

3.3 To be valid, every Supplemental Agreement must be signed and approved by the relevant unit, college, and senior administrator in consultation with the points of contact at the partner institutions named in Article 7.1 of this document.

ARTICLE 4: COLLABORATIONS

- 4.1** Cooperating institutions will encourage collaboration and exchanges among faculty and other researchers.
- 4.2** Travel expenses of invited faculty are not the responsibility of the host university, although partnering units may assist with the expenses at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplemental Agreement and should be clearly articulated therein.
- 4.3** Living expenses of invited faculty and researchers while at the host university are subject to the terms and conditions of the relevant Supplemental Agreement signed by the partnering units.
- 4.4** The cooperating institutions will endeavor to organize other collaborative efforts in areas of common research, teaching, and service.

ARTICLE 5: FUNDING

- 5.1** Each Party shall bear its own costs and expenses for the activities arising from this General Agreement unless otherwise mutually arranged and agreed upon.

Neither party shall enter into contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

ARTICLE 6: STUDENT AND SCHOLAR MOBILITY

- 6.1** The partner institutions will encourage the development of overseas studies programs hosted by each institution when deemed appropriate and mutually beneficial.

ARTICLE 7: COORDINATION

- 7.1** To oversee this General Agreement and coordinate the associated units, activities, and Supplemental Agreements, the partner institutions agree that the institutional points of contact shall be the following:

7.1.1 For UD: Dr. Amy Greenwald Foley, Director
Global Outreach & Partnerships
Center for Global Programs & Services
26 East Main Street
Newark, DE 19716
+1-302-831-2115
go-global@udel.edu

7.1.2 For GU: Dr. Vaishali Padhiar
Development Officer
Gujarat University
Navarangpura, Ahmedabad
9106915834
vmpadhiar@gujaratuniversity.ac.in

- 7.2** All official notices between the two parties regarding the terms and conditions of this General Agreement shall be in writing and be sent to the respective principle points of contact identified in Article 7.1.

ARTICLE 8: VALIDITY AND TERMINATION

- 8.1** This General Agreement will come into effect on the date of the last signature and shall be considered to be in force and valid for a period of sixty (60) months. It may be renewed by mutual consent of both parties through written notice. Each Party may alter the agreement through mutual consent. If either party wishes to terminate the agreement, that party shall send to the other party

a written notice of termination that must be received no less than one hundred and twenty (120) days prior to the termination date. If no activity subsequent to this General Agreement has taken place within the initial sixty (60) month term, the General Agreement shall not be renewed upon the expiration of the term.

- 8.2 Written termination shall not prevent the continuation of activities already underway.
- 8.3 This English-language version of this Agreement shall be deemed by all parties to be a true, accurate, and authoritative version of the Agreement for all purposes. If a translated version of this Agreement exists, it must be appended to this Agreement and incorporated into this Agreement by specific reference. The translated version shall then be deemed by all parties to be a true, accurate, and authoritative version of the Agreement for all purposes, provided, however, that, in the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

ARTICLE 9: SETTLEMENT OF DISPUTES

- 9.1 Cooperating institutions agree that any controversy, dispute, or claims between them arising out of this agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

ARTICLE 10: ACADEMIC FREEDOM

- 10.1 Academic freedom is a core value of the University of Delaware and is a necessary condition for the production and dissemination of knowledge. Academic freedom is the freedom to teach, both in and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Academic freedom also encompasses the freedom to address any matter of institutional policy or action. Faculty have the freedom to address the larger community with regard to any social, political, economic, or other interest. Academic freedom comes with academic responsibility, which is the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

ARTICLE 11: COMPLIANCE WITH LAWS

- 11.1 The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder. Each party agrees that it shall not, in the performance of this Agreement or any act materially related thereto, whether directly or indirectly, commit or attempt to commit any act which is in violation of any applicable anti-corruption law, including, without limitation, the United States Foreign Corrupt Practices Act (FCPA).
- 11.2 All parties hereby agree that they shall not: (a) make a payment of money or money's worth (such as a gift or favor) or make an offer in this regard; (b) promise to pay or authorize the payment of any money or money's worth, to any government official or political party, or to any person while knowing that the same may have the effect of influencing decisions favorable to itself. It is expressly clarified that the parties do not approve of such practices and that any indulgence by one party in such malpractices will not be considered approved by any other party under any circumstance. Each party, upon reasonable cause to believe that another party has failed to comply with this provision, shall be entitled to audit the relevant records of the suspected party and the suspected party shall be obligated to offer reasonable cooperation. Any breach of this clause by any party shall be considered a material breach of this Agreement and, at the option of any non-breaching party, result in immediate termination of this Agreement.

ARTICLE 12: MISCELLANEOUS

- 12.1 **Representations** – Each party represents that 1) it is authorized to operate under the law of its jurisdiction, 2) is in good standing with applicable accrediting bodies, 3) is not legally barred from entering into the agreement, and 4) has not had its eligibility or certification to participate in a U.S. Department of Education Federal Student Aid program denied, terminated, or revoked.

- 12.2 Limitation of Liability** – To the extent permitted by applicable law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense.
- 12.3 No Agency** - Nothing herein shall be construed to create an agency relationship between the institutions or any employment relationships between the institutions for any faculty or staff member provided under this agreement. The parties are independent contractors and no legal relationship is intended by this agreement.
- 12.4 Non-waiver** - Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 12.5 Non-exclusive** - This Agreement is non-exclusive and both parties have the right to enter into similar agreements with other institutions.
- 12.6 Intellectual Property** - Each institution shall retain ownership of its existing or individually created intellectual property during the term of this agreement and no license or other use right in such intellectual property is created between the institutions under this Agreement. Ownership of any new intellectual property that is jointly conceived, created, discovered, developed, or reduced to practice by the institutions during the term of this agreement and resulting from this Agreement shall be addressed pursuant to a separate written agreement between the institutions.
- 12.7 Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58)** - By agreeing to this binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UD or GU for the purpose of obtaining this or any other agreement, purchase order or contract from UD and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
- 12.8 Use of Logos, etc.** - Neither institution may use any identifying marks of the other without the express written permission of the other party.
- 12.9 Equal Opportunity** - Both GU and UD subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, disability, genetic information, or veteran status.
- 12.10 Severability** - If any section or provision of this agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision of this agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- 12.11 Headings** - The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 12.12 Choice of Law** - Where applicable, this Agreement will be governed by the laws and jurisdiction of the State of Delaware.

ARTICLE 13: ENTIRE AGREEMENT

- 13.1** This General Agreement, and the Supplemental Agreements envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in

writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said subject matter.


IN WITNESS THEREOF, the parties through duly authorized officials do execute this General Agreement.

UNIVERSITY OF DELAWARE

By: 
DocuSigned by:
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Dr. Laura A. Carlson
Provost

Date: 3/6/2024

GUJARAT UNIVERSITY

By: 
Dr. P. M. Patel
Registrar

Date: 3/6/2024