

MEMORANDUM OF AGREEMENT
between
Cornell University
Ithaca, New York, USA
and
Guru Nanak Dev University, Amritsar, Punjab, India

GENERAL

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities Cornell University (hereinafter "Cornell") and Guru Nanak Dev University (hereinafter "Guru Nanak Dev") agree to establish this Memorandum of Agreement (MOA) as a framework for cooperative programs in accordance with the following provisions.

PROJECT AGREEMENTS

The terms of cooperation for each specific activity implemented under this Memorandum of Agreement (MOA), including but not limited to financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOA and shall be attached hereto in Appendices.

SECTION 1: ACADEMIC FREEDOM

Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOA.

SECTION 2: NON-DISCRIMINATION

Cornell and Guru Nanak Dev agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. However, participants will be cognizant of and abide by the laws of the host country. Cornell and Guru Nanak Dev shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Memorandum of Agreement and any related agreements.

SECTION 3: INTELLECTUAL PROPERTY

Each party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOA. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

SECTION 4: EXPORT-COMPLIANCE

The parties hereto agree to comply with all applicable United States and Indian (as applicable) export laws and regulations. Unless authorized by applicable government license or regulation, neither party will directly or indirectly export or re-export, at any time any technical information or software, furnished or developed under this MOA to any prohibited country (including release of such technical information or software to nationals, wherever they may be located, of any prohibited country) as specified in applicable United States export, embargo, and sanctions regulations

SECTION 5: FOREIGN CORRUPT PRACTICES ACT/ANTI-BRIBERY COMPLIANCE

Each party represents that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any individual or to any person with the knowledge or belief that he or she will give it to another individual for the purpose of improperly influencing such individual or securing any improper business or commercial advantage.

SECTION 6: ANTI-BOYCOTT COMPLIANCE

The parties agree that no provision of this MOA or any Project Agreement under this MOA shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States.

SECTION 7: INDEMNIFICATION

Cornell and Guru Nanak Dev shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this Memorandum of Agreement. Students are not employees or agents of Cornell or Guru Nanak Dev for purposes of this Agreement.

SECTION 8: INSURANCE

8(a) Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

8(b) Students and others participating in programs contemplated by this MOA will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

SECTION 9: CONDUCT

Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

SECTION 10: USE OF NAME

Any use of the name Cornell University or Guru Nanak Dev, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOA shall be subject to prior written approval.

SECTION 11: NON-ASSIGNMENT

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

SECTION 12: RELATIONSHIP OF PARTIES

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between parties. The parties to this Agreement are acting as independent contractors.

SECTION 13: MEMORANDUM OF AGREEMENT COORDINATOR

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOA. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell

Name: Max Pfeffer _____

Title: Executive Dean, CALS _____

Email: mjp5@cornell.edu _____

For Guru Nanak Dev

Name: Prof. (Dr.) P.K.Pati

Title: Head, Department of Biotechnology

Email: pkpati@yahoo.com

SECTION 14: APPLICATION OF LAW

This MOA shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India. This MOA is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programs and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be submitted for resolution in good faith by the respective senior administration of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.

In the event that such attempts at resolution are not successful, the parties agree that all claims or actions, related to, or arising out of, activities described in this MOA or any Project Agreement (including any question regarding its existence, validity or termination of any such agreement) (each, a "Claim") shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. There shall be only one arbitrator. The seat, or legal place, of arbitration shall be

London, England. The language to be used in any arbitral proceedings shall be English, and any and all awards of the arbitration tribunal shall be final and binding upon the parties hereto.

With respect to any such Claims submitted against Cornell, its officers, agents and employees, such claims or actions shall be governed and construed under the laws of the State of New York, United States of America (and/or, if applicable, the federal laws of the United States of America), without regard to principles of conflicts of law. With respect to any such Claim submitted against Guru Nanak Dev, its officers, agents and employees, such claims or actions shall be governed and construed under the laws of the state of Punjab (and/or, if applicable, the laws of the Republic of India), without regard to principles of conflicts of law.

SECTION 15: HIGH-RISK TRAVEL

When collaborative activities pursuant to an MOA involve Cornell graduate or undergraduate students traveling to a country deemed to be high-risk by the U.S. Department of State and/or Cornell's vendor for emergency services, such travel requires prior approval from Cornell's International Travel Advisory and Response Team (ITART). Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of ITART will be mutually agreed upon in writing.

SECTION 16: TERMINATION

This MOA or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason upon 6 months' written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreements.

SECTION 17: EFFECTIVE DATE/TERM

This MOA shall become effective upon signature of all parties and shall expire 5 years after such date unless there are active project agreements operating under this MOA, in which case the MOA will be automatically extended until the termination of the Project Agreement(s) so long as the termination of the Project Agreement(s) is no more than three(3) months beyond the termination date of the MOA. No new Project Agreements shall be undertaken after the original MOA expiration date). This MOA shall be reviewed in its final year and may be extended by mutual written agreement of the parties, subject to any internal review and approval process required by either party.

SECTION 18: LANGUAGE OF EXECUTION

Although all languages are deemed equally authentic, should this MOA be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All official notices, communications and proceedings under this MOA shall be delivered/conducted in English.


SECTION 19: ENTIRE AGREEMENT/MODIFICATION

This MOA constitutes the entire agreement between the parties and may be amended only in writing signed by all parties.

For Cornell University

Name: Wendy Wolford

Title: Vice Provost for International Affairs _____

Signature:  _____

Date: 4-10-19 _____

For Guru Nanak Dev University

Name: Prof. (Dr.) Jaspal Singh Sandhu

Title: Vice-Chancellor

Signature:  _____

Date: 11/04/19 _____