



MEMORANDUM OF UNDERSTANDING ("MOU")

Between

GSFC UNIVERSITY

Vadodara, Gujarat, India

and

UNIVERSITY OF MARYLAND

College Park, Maryland, USA

This Memorandum of Understanding ("MoU"), effective on the last date of signature below ("Effective Date"), is hereby entered into by and between the University of Maryland, College Park, a public agency and instrumentality of the state of Maryland, located in College Park, Maryland, on behalf of its Department of Fire Protection Engineering ("UMD"), and the GSFC University ("GSFCU") located in Vadodara, Gujarat, INDIA, a Private University established by GSFC Education Society – an initiative of Gujarat State Fertilizers and Company Limited (GSFC), Govt. of Gujarat, a six decades old industrial giant, to continue the tradition of serving the community in multiple ways. The "Parties" to this MoU are GSFCU and UMD, each a "Party" hereto.

I. Purpose:

Subject to mutual consent, the Parties share interests in the field of Fire Engineering, Fire Research, Curriculum Design, Laboratory Upgradation, and Computational Capabilities etc. Areas of cooperation hereunder may include programs and activities in the field of Fire Engineering. Based on these premises and for good and valuable consideration, the Parties hereby agree as follows:

II. Scope of the Project:

Both Parties may explore and implement mutually rewarding viable initiatives focused on, among others, the following areas of academic cooperation:

1. Collaborative Research Activities;
2. Faculty & Students Collaboration;
3. Co-Supervision of Undergraduate Students in Fire & Safety Branch;
4. Online Summer Research Internship & Short-Term Programs for Students;
5. Faculty Exchange / Development Programs;
6. Online Classroom Teaching / Expert Lectures;
7. Laboratory Design & Upgradation;
8. Computational Capabilities;
9. Enhancement of Curriculum;
10. Other Academic Collaboration (including Exchange of Materials in Education, Corporate Relations, Research & Publications, and Academic Information etc.)

The terms of cooperation for each specific activity implemented under this MoU for Cooperation shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity, and shall be subject to the terms and conditions included in such subsidiary agreements. Any such MoUs entered into, as outlined above, will form appendices to this MoU for Cooperation.



Further, the addition of any objective(s) other than those mentioned above will form appendices to this MoU.

The Parties hereby agree on the following articles to establish and implement Joint Collaboration focused activities in the field of Fire Engineering and allied areas etc.

III. Financial Agreements:

This is an unfunded MoU. Any financial arrangements shall be negotiated separately and will depend on the availability of funds. Both Parties agree, however, to endeavour, to secure governmental, corporate or third-party funding where possible, in order to support the collaborative activities covered by this MoU.

IV. Intellectual Property:

UMD will own all rights, title to, and interests in any and all intellectual property ("IP") that is created, conceived of, reduced to practice, or authored solely by UMD employees. Likewise, GSFCU will own all rights, title to, and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by its employees. Any intellectual property jointly developed by the Parties during the joint collaboration will be jointly owned by the Parties.

V. Exchange of Information:

1. Information may be actively exchanged, potentially including student information, information relating to research and academic programs, information relating to faculty members and their associated fields of research, and university publications.
2. Student information shall be kept confidential in accordance with U.S. federal requirements. Accordingly, each party shall use information received about students only to verify their status and to fulfill program-related requirements as described in any subsidiary agreement or appendix hereto, and shall keep all students' records including medical records confidential in accordance with the provisions of the Family Education Rights and Privacy Act.
3. The technology in the export restricted science and engineering areas will be handled in accordance with U.S. federal regulations. "Export Controlled Information" means confidential technical information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of commodities controlled under the Commerce Control List of the Export Administration Regulations or the U.S. Munitions List of the International Traffic in Arms Regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research. The transfer of Export Controlled Information is prohibited under this MoU unless the Receiving Party's Export Compliance Officer has provided written permission.



VI. Terms of Implementation, Renewal, Revision, Cancellation and Notices:

1. Details of the implementation of any particular exchange resulting from this MoU shall be negotiated between the Parties.
2. This MoU becomes effective on the day it is signed and remains valid for five years.
3. This MoU may be renewed after five years upon the written consent of both Parties. Each Party may cancel the MoU by notifying the other Party of its Intent to do so at least six months in advance of its expiration. Projects in progress at the time of termination will remain unaffected for a period of one year following the MoU' termination, unless the Parties agree otherwise in writing.
4. Any amendment or modification to the present text shall be submitted for review to the competent authorities, and shall not be binding unless reduced to writing and signed by both Parties.
5. The Parties will work to resolve disputes amicably, and may elevate disputes to their chief executives if such disputes cannot be resolved at the project level.

VII. Contacts & Notices:

Any notice required to be given under this MoU, shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via Email of scanned document (a PDF is sufficient) with documentation of delivery; or (3) by first class Email, postage prepaid and addressed to each Party's designated contact, identified below, or such other person a Party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to:

For UMD: Milke, James A.
Professor & Chair
Fire Protection Engineering
Department of Fire Protection Engineering
3104 B, J.M. Patterson Building
College Park, MD 20742, USA
milke@umd.edu
Ph: 301-405-3995

For GSFCU: Dr. Nikhil Zaveri
Provost (Vice Chancellor)
GSFC University
P.O. Fertilizernagar, Vigyan Bhawan
Vadodara, Gujarat – 391750
INDIA
provost@gsfcuniversity.ac.in
Ph: 0265-309-3809

VIII. General Terms & Conditions:

1. **No Third-Party Beneficiaries:** This MoU is for the benefit of the Parties; there are no third-party beneficiaries.



2. **Relationship:** Nothing in this MoU shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party, except as the Parties may agree in writing.
3. **Non -discrimination:** Neither Party shall unlawfully discriminate against any person, in any performance hereunder, on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status, genetic information, political affiliation, and gender identity or expression.
4. **Force Majeure:** No Party to this agreement shall be liable for any cancellation, delay, or change in location, programming, activity, or performance pursuant to this MoU caused by or related to events beyond that Party's reasonable control, including without limitation (a) acts of God, inclement weather or weather emergencies, (b) power outages, labor disputes, travel restrictions, shortage of materials or supplies, funding restrictions, or (c) civil unrest, a threat to national security, acts of the State in its sovereign or contractual capacity, government-issued guidance, or a threat or risk to public health or safety that is potentially and sufficiently dangerous to a Party's personnel, students, or to the public. The Party so affected by any such occurrence, condition, or event shall notify the other Party, in writing, as soon as reasonably possible, of any such occurrence, condition, or event.
5. **Assignment:** This MoU and any rights and obligations hereunder shall not be assigned without prior written consent of the non-assigning Party.
6. **Liability:** Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives acting within the scope of their employment. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS MOU EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Severability:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this MoU shall be construed in all respects as if such invalid or unenforceable provision were omitted.
8. **Entire Agreement:** This MoU, together with any duly executed subsidiary agreement appendices, constitutes the entire agreement and understanding by and among the Parties on the subject matter presented herein and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties concerning the subject matter presented herein. There are no representations, warranties, agreements, or understandings, express or implied, written or oral between the Parties relating to this subject matter that are not fully expressed herein. This MoU may be executed in duplicate and each original shall be equally effective. The Parties accept electronic delivery of the executed MoU.

SIGNATURE PAGE FOLLOWS

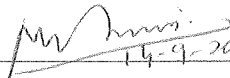


In witness whereof, the Parties hereto have offered their signatures.

Agreed to:

GSFC University

University of Maryland, College Park


14-9-2020

Dr. Nikhil Zaveri
Provost (VC),
GSFC University



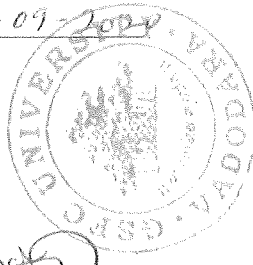
Mary Ann Rankin, Ph.D.
Provost & Senior Vice President

Date: 14-09-2020

Date: 9/23/2020



Mr. Ramesh Panchal
Registrar, GSFCU





Milke, James A.
Professor & Chair, Fire Protection Engineering
Department of Fire Protection Engineering

Date: 14-9-2020

Date: 14-9-2020

