

**MEMORANDUM OF  
UNDERSTANDING (MOU)**

**BETWEEN**

**UNIVERSITY OF BALTIMORE SCHOOL  
OF LAW, UNITED STATES OF AMERICA**

**AND**

**BHAGAT PHOOL SINGH MAHILA  
VISHWAVIDYALAYA (BPSMV),  
KHANPUR KALAN, SONIPAT,  
HARYANA**

**DATED: 02/11/2011**

**PLACE: KHANPUR KALAN (HARYANA)**

**Preliminary Memorandum of Understanding between the  
B.P.S. MAHILA VISHWAVIDYALAYA, India, and  
UNIVERSITY OF BALTIMORE SCHOOL OF LAW, United States of America.**

**Parties to the agreement**

1. The parties to this agreement are:
  - a. B.P.S. Mahila Vishwavidyalaya, Khanpur Kalan, Haryana 131305, India
  - b. University of Baltimore, 1420 North Charles St., Baltimore, MD. 21201, USA

**The nature of the agreement**

2. B.P.S. Mahila Vishwavidyalaya and the University of Baltimore agree to co-operate in discussions to investigate the scope for future cooperation between their Law Department and the School of Law, respectively.
3. To begin the interaction, B.P.S. Mahila Vishwavidyalaya and the University of Baltimore agree to hold one monthly videoconference in November, 2010, and February, March and April, 2011 between students and faculty of each institution, and videoconferences thereafter as per mutual interest.
4. Any other specific collaborations would be defined in separate, future agreement(s) that would be required to comply with both:
  - a. B.P.S. Mahila Vishwavidyalaya's relevant policy and procedures regarding collaborative activities and academic standards and quality, and
  - b. University of Baltimore's relevant policy and procedures regarding academic standards and quality.
5. Discussions will explore the following forms of cooperation:
  - a. Academic interactions through videoconference or similar technology.
  - b. Research and teaching exchanges, research projects and academic conferences.
  - c. Student exchange or internships.
  - d. Other mutually agreed educational programs.
6. Additionally, discussions will:
  - a. Enable each party to become sufficiently familiar with the other to allow a realistic understanding of these opportunities for collaboration and the associated requirements necessary for successful collaboration. This familiarization will include consideration of resources, facilities, staff traditions, ethos, academic and non-academic capability and achievements, and procedures for ensuring standards and quality.
  - b. Enable each party to establish the likely costs, risks and benefits associated with any future collaborative arrangements.
7. Discussions will be subject to the conditions set-out below.

**General responsibilities of both parties**

8. Each party will only be liable for its own acts and omissions.
9. Each party is required to act only within its powers and constitution and each shall solely be liable for any breach of this requirement.

**Provision of information**

10. Each party will maintain proper records relating to their responsibilities and obligations under this agreement.
11. Each party will provide information necessary, and as requested by the other to enable the effective operation and development of the collaboration.
12. Each party will treat information provided by the other as confidential and, subject to the University's obligations under the Maryland Public Information Act (MPIA) or some other legal obligation, i.e., court order, will not divulge it to any third party without the prior approval of the other party to this agreement.

**Communication and co-ordination**

13. Each party will designate a member of its staff as Link Co-ordinator. Each Link Co-ordinator will:

- a. Be the formal point of contact between the two parties
  - b. Be required, and authorised to consult, report and seek approvals of the relevant bodies or office holders within their organisation on all matters associated with the collaboration.
  - c. Provide prompt responses to all communications received from the other Link Co-ordinator.
14. Either party may change its designated Link Co-ordinator. Any such change should be communicated to the other party's Link Co-ordinator in advance of the change taking effect.

**Financial arrangements**

- 15. Neither party may incur, commit or authorise financial expenditure on behalf of the other.
- 16. Each party will be responsible for its own costs associated with any activities relating to this agreement.

**Intellectual property considerations**

- 17. All background intellectual property being intellectual property in existence prior to the agreement and owned by a party to the agreement shall remain the property of that party and shall not be used other than for the purposes of the agreement without the express permission of the owning party. Provided that all such background intellectual property will be treated in strictest confidence by all recipients thereto, subject to the University's obligations under the MPIA or some other legal obligation.
- 18. All foreground intellectual property being intellectual property that arises from work undertaken under the agreement shall be owned by the party or parties responsible for its creation according to the provisions of the UB Intellectual Property Policy.

**Publicity and promotional material**

- 19. Neither party may use the institutional name or logo of the other without prior written approval. Such approval will require submission of draft copy and a listing of proposed destinations of the publicity. If the proposed publicity is not in the English language, an authorised translation shall be provided.
- 20. Either party may make reference to the existence of this preliminary collaboration provided such reference clearly describes the preliminary nature and extent of the collaboration and does not make misleading claims or comments regarding standards, quality or services.

**Period of validity of the agreement**

- 21. This agreement will be valid for a period of three years from date of first signature.
- 22. The effectiveness of the collaboration will be reviewed by both parties no later than 12 months prior to the scheduled expiration date.
- 23. The collaboration may be extended or renewed by mutual agreement following the review.

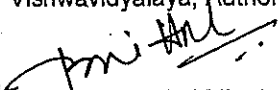
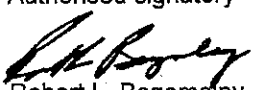
**Termination and disputes**

- 24. Either party may terminate this agreement at any time by registered letter to the other.
- 25. Should any dispute arise relating to this collaboration the respective Link Co-ordinators will attempt to seek resolution acceptable to their organisation. Should the Link Co-ordinators fail to achieve resolution, the Dean of the University of Baltimore School of Law and the Vice Chancellor of the B.P.S. Mahila Vishwavidyala will nominate individuals or parties who will be empowered to seek a resolution.

**List of annexes to this agreement**

Annex 1: Designated link co-ordinators –name, position and contact details

**Signed**

For and on behalf of B.P.S. Mahila Vishwavidyalaya, Authorised signatory  Dr. (Mrs.) Pankaj Mittal Vice Chancellor, B.P.S. Mahila Vishwavidyalaya	For and on behalf of University of Baltimore Authorised signatory  Robert L. Bogomolny President, University of Baltimore
Date	Date