

01-11-18	MoU Between BEC and New Mexico State University	Joint research and publications	New Mexico State University Coordinator
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GENERAL COLLABORATIVE AGREEMENT

between
New Mexico State University
and
Bapatla Engineering College

WITH THIS COLLABORATIVE AGREEMENT (herein referred to as Agreement), effective upon signing, the Regents of New Mexico State University (herein referred to as NMSU) and Bapatla Engineering College (herein referred to as BEC), sharing common goals of education and research, desire to collaborate between academic units in both universities through international and cultural exchange opportunities,

NOW, THEREFORE, agree as follows:

1. Description of Affiliation

- 1.1 The objective of the present agreement is to foster collaboration between both universities and encourage direct contact and cooperation between their faculty members, departments, institutions and other research centers subject to the provisions of this agreement. The parties agree to carry on the following general forms of cooperation:
 - a) Exchange of students
 - b) Exchange of faculty members
 - c) Joint research activities and publications
 - d) Exchange of invitations to scholars to participate in conferences, colloquia, symposia and sharing of experience
 - e) Exchange of information in fields of interest to both universities, including the exploration of potential degree completion programs and/or dual degree programs.
- 1.2 To develop these activities, the parties shall prepare jointly and advance agreements in each particular case, for the purpose of establishing the limits of obligation for each party.

2. Responsibilities of the Parties

2.1 Joint Responsibilities

- 2.1.1 NMSU and BEC will each identify a person or persons to act as liaisons during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of all parties.
- 2.1.2 The person(s) appointed as liaison will jointly plan for:
 - a. identification of specific collaborative programs and agreements;

- b. establishment of objectives and outcomes for proposed programs;
 - c. establishment of annual review and update processes for proposed programs;
- 2.1.3 Programs to be explored for future agreements will include 2+2, 3+1, and 3+1+1 degree completion programs, dual Master's and/or Ph.D. programs, and study abroad programs. Provisions within these agreements will be such that BEC will nominate its own students for participation, but final admission to NMSU will be determined by NMSU. Students admitted to NMSU will be degree seeking transfer students enrolled in NMSU's degree programs.

As NMSU and BEC move forward with specific agreements, the following will apply:

- 2.1.4 NMSU and BEC will maintain individual responsibility for student academic records and will exchange student academic records in accordance with institutional policies.
- 2.1.5 Students will be subject to the rules and regulations of the University in which they are enrolled at that time. Each institution will have complete authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student while the student is enrolled at that university.
- 2.1.6 BEC agrees to inform NMSU of any specific issues related to the student (i.e., any disclosed or documented disabilities, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student by NMSU.
- 2.1.7 NMSU and BEC agree to inform the other of any crisis or emergency related to participating students. If a program needs to be cancelled, arrangements will be made so that students currently enrolled in the program will be able to complete the program. Arrangements may include a different delivery method of the academic program. In all cases, communications to that effect will be sent immediately to the other party.

2.2 NMSU Responsibilities

- 2.2.1 NMSU will agree to make reasonable efforts required to ensure the integration of students into the academic environment of the University.
- 2.2.2 NMSU will maintain full responsibility for the integrity and authenticity of the academic records it provides BEC on behalf of participating students to include but not be limited to NMSU transcripts, course descriptions, or syllabi.
- 2.2.3 In the event the student is allowed to engage in employment by the student's visa, NMSU may, but shall not be required to, employ the student under the same terms and conditions it employs other student workers.
- 2.2.4 NMSU will invite qualified faculty members and researchers from BEC to co-advise graduate students. NMSU will grant graduate faculty status to the qualified researchers/professors from BEC so that they can serve on NMSU graduate advisory committees.

2.3 BEC Responsibilities

- 2.3.1 BEC will assume responsibility for marketing and promotion of the Agreement in India and will identify and enroll for participation, students it believes can fully meet the educational standards for success at the BEC campus and meet the admission requirements and standards for success at the NMSU campus.
- 2.3.2 BEC will ensure that participating students will have completed a pre-approved core curriculum prior to arrival to NMSU. BEC will prepare official, accurate and consistent course descriptions for any transfer courses that students may complete in anticipation of participation in this Agreement. NMSU has sole discretion in approving these courses for transfer.
- 2.3.3 BEC will maintain full responsibility for the integrity and authenticity of the academic records it provides on behalf of participating students to include but not be limited to high school graduation certificates, BEC academic transcripts, and individual course descriptions and syllabi as required for administration of this Agreement.

3. Liability Insurance and Indemnity

- 3.1 Each party shall be responsible for its own acts and missions and the results thereof and shall not be responsible for the acts of the other party and the results thereof.

4. Other Terms

- 4.1 The Agreement shall be effective upon signing and shall remain in effect for five (5) years, and automatically renew annually thereafter, unless terminated earlier. It may be terminated by either party upon at least thirty (30) days written notice to the other party, provided that all students enrolled in the program(s) at the time of notice of termination is given shall be permitted to finish their course of study. Termination shall be without penalty. If this Agreement is terminated, neither BEC nor NMSU shall be liable to the other for any monetary or other losses that may result.
- 4.2 Neither NMSU nor BEC shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation in relation to this Agreement.
- 4.3 Neither NMSU nor BEC shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, NMSU and BEC agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.
- 4.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any party to this Agreement.

- 4.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby. Nothing in this Agreement is intended to commit either party to the expenditures of funds or resources.
- 4.6 All amendments to this Agreement must be in writing and executed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

**The Regents of New Mexico State
University**

By: Lakshmi N Reddi

Name: Lakshmi N. Reddi

Title: Dean, NMSU College of Engineering

Date: Nov 1, '18

Bapatla Engineering College

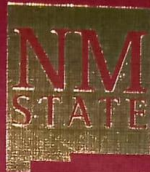
By: [Signature]

Name: [Signature]

Title: Secretary

Date: 11/1/2018

College of Engineering



New Mexico State University

All About Discovery!



Lakshmi N. Reddi, Ph.D.
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