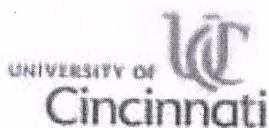


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UC International



Institutional Collaboration Agreement

This institutional collaboration agreement ("Agreement") is made by and between the University of Cincinnati, and Amity Universities and Institutions, each a "Party" and collectively the "Parties."

Whereas the Parties have mutual interests in promoting training, research, education and publication through joint activities

Now, therefore, the Parties agree as follows:

Statement of Intent

Through this Agreement, each Party intends to facilitate collaboration and cooperation between the Parties in areas of mutual interest for the purpose of enhancing the Parties' contribution to higher education internationally. Each Party further intends to learn from the other Party, in a spirit of friendship, equality, and mutual interest.

Scope

Each Party agrees to give due consideration to any request to collaborate and cooperate on any of the following areas:

- Joint research and training programs;
- Faculty mobility
- Student mobility
- The preparation of joint proposals for external funding;
- Joint programs of consulting and evaluation;
- Joint sponsorship of conferences;
- Joint publication;
- Exchange of materials, articles and other publications; and
- Other such activities as may be mutually agreed upon.

Activity Agreements

The Parties shall only undertake joint activities pursuant to a separate, jointly-authored Activity Agreement, properly signed by all Parties.

GENERAL PROVISIONS

1. **Term.** This Agreement commences on the date both Institutions have signed and expires 5 years thereafter. The Institutions agree to review this Agreement and the programs annually and the Agreement can be renewed or altered at any time by the procedures set forth under "Amendment" below. It may be extended for an additional 5 years by mutual agreement in writing.
2. **Termination.** Either party may terminate this agreement with six (6) months advance notice in writing. Notice is effective when deposited in care of each Party's responsible representative, named below, or when otherwise reasonably effectuated.
3. **Amendment.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Institutions and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. Any amendments or renewals to this Agreement shall not be valid unless made in writing and signed by both Institutions.
4. **Export Control Laws and Regulations.** The parties agree to comply with all applicable U.S. export and import control laws and regulations in the conduct of the activities conducted under this Agreement and each party agrees to obtain export licenses or other export authorization, as may be required, prior to exporting any controlled items or technology. The parties also agree to comply with the applicable import and export laws and regulations of India.
5. **Force Majeure.** An Institution shall not be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other cause beyond the reasonable control of such Institution.
6. **Agency.** The Institutions agree that, during the term of this Agreement, the Institutions are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Institution shall have the right to bind or obligate the other Institution in any manner without the other Institution's prior written consent.

7. **Language.** If this agreement is translated into a language other than the English language, the document in the English language shall be the official, binding version.
8. **Agreement Coordinators.** Each institution will designate an office and an individual within that office (the "Coordinator") to oversee the activity. Coordinators should communicate regularly with each other.

Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other individuals perform in a satisfactory way.

Signature and Notices: University of Cincinnati

Accepted and Agreed
University of Cincinnati

Signed: [Signature]

Printed Name: Raj Mehta

Title: Vice Provost for International Affairs

Date: 1/14/2016

Signed: [Signature]

Printed Name: Eliza Reckel-Stone, Esq.
Associate General Counsel
Associate Contracting Officer

Title: Contracting Officer

Date: Feb. 16, 2016

For notices to the University of Cincinnati, contact:

Raj Mehta, PhD
Vice Provost for International Affairs
rjmehta@uc.edu

Signature and Notices: Amity Universities and Institutions

Accepted and Agreed
Amity Universities and Institutions

Signed: [Signature]

Printed Name: Prof (Dr) Gurinder Singh

Title: Group Additional Vice Chancellor

Date: 3/14/2016

For notices to Amity Universities and Institutions contact:

Prof (Dr) Gurinder Singh
Group Additional Vice Chancellor
gsingh@amity.edu