

MEMORANDUM OF UNDERSTANDING

between

University of Mumbai, Mumbai

and

Saint Louis University

(Missouri, United States and Madrid, Spain)

THIS AGREEMENT, entered into this July 27, 2023, by and between Saint Louis University, USA and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra.

WITNESSETH THAT:

WHEREAS, Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to enrich their educational opportunities for affiliated colleges, institutes, university academic departments, students and faculty and to advance their pursuit of research and discovery; and

WHEREAS, Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to seek truth, encourage intellectual inquiry and share knowledge; and

WHEREAS, Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to provide for a variety of collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1) Scope of Agreement

- a. Areas of collaboration may be proposed by either institution and may include, but are not limited to:
 - i) Joint and articulated degree programmes
 - ii) Dual enrollment and inter-institutional registration
 - iii) Dual degree academic programmes
 - iv) Credit transfer academic programmes
 - v) Short- or long-term student exchange
 - vi) Internship programmes
 - vii) Joint teaching and research activity

- viii) Joint cultural activity
 - ix) Mobility of faculty, scholars, and students between institutions
 - x) Faculty professional development
 - xi) Sharing or creation of educational materials and resources
 - xii) Exchange of scientific instruments and technology
- b. Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
- c. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.
- 2) **Period of Agreement** - This Agreement shall be effective upon the date of final execution and will remain in force for a period of 5 years. Either university may terminate the agreement by providing notice to the other party in writing.
- 3) **Notices** - Any required notice under this agreement is to be sent as follows:
- a. If to Saint Louis University, Office of the Registrar, 221 N. Grand Blvd, St. Louis, MO, 63103.
 - b. If to University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, 5, Mahapalika Marg, Mumbai, 400032.
- 4) **Activities Under This Agreement** - It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Saint Louis University, faculty and student exchanges will follow university guidelines.
- 5) **Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute. Therefore, Saint Louis University reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Saint Louis University. The University of Mumbai also reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for University of Mumbai.

- 6) **Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by the appropriate authorities of both institutions.
- 7) **Non-discrimination** – Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra agree that no person shall on the grounds of race, religion, colour, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- 8) **Use of Name** - University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra will not use the name or logo of Saint Louis University, nor of any member of Saint Louis University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Saint Louis University. Saint Louis University will not use the name or logo of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, or any employee of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra in any publicity, advertising, or news release without the prior written approval of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra.
- 9) **Modification** – The terms of this Agreement may be changed or modified only by written amendment signed by authorized persons of the parties hereto.
- 10) **Prevailing Language** - Should this document be executed in two languages; the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of a conflict between the two versions, the English version will prevail.
- 11) **Foreign Corrupt Practices Act** – Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

12) **Non-Binding** – Except with respect to Section VII (Use of Name) and Section XI (FCPA), this Agreement is non-binding and solely for the purpose of establishing a basis upon which Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra will continue discussions. Either Saint Louis University or University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

13) **Notice** - Any notices sent pursuant to this Agreement shall be sent via U.S. first class mail to the address set forth below, or to such other address as either party may designate to the other in writing. Delivery of any notice shall be deemed effective five (5) days after mailing or on the date delivered if by personal delivery.

- a. If to University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, 400032 India; Attn: Registrar, University of Mumbai.
- b. If to Saint Louis University, Attn: Office of the University Registrar, 1 N. Grand Blvd, St. Louis, MO 63103

IN WITNESS WHEREOF, Saint Louis University and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra have executed this Agreement as of the date first above written.

Signing for Saint Louis University



Prof. Eric S. Armbricht,
Department of Health and Clinical
Outcomes Research, Saint Louis
University, USA

**Signing for University of Mumbai,
Mahatma Gandhi Road,
Fort, Mumbai,
Maharashtra 400032**



Prof. (Dr.) Sunil Bhirud
Registrar,
University of Mumbai

Date: July 29, 2023

Date: July 29, 2023