



## Faculty Exchange and Collaboration Agreement

Between Marshall University, U.S.A.

And

Nitte College of Pharmaceutical Sciences, INDIA

This Faculty Exchange and Collaboration Agreement is made by and between Marshall University's School of Pharmacy, Huntington, WV (hereafter referred to as MUSOP) and Nitte College of Pharmaceutical Sciences, A constituent college of Nitte (Deemed to be University) Bangalore, India (hereafter referred to as NCOPS), each a "Party" and collectively the "Parties". This Activity Agreement sets out the framework for Faculty Activities between MUSOP and NCOPS for a period of three (3) years. This Activity Agreement is part of the broader Institutional Collaboration Agreement signed between MU and NCOPS.

### SPECIFIC PROVISIONS

#### Activities:

- Visiting Faculty
  - 1) Exchange. Exchange up to two (2) faculty members each year from their respective institutions during the months of May-August for MUSOP faculty and June-July for NCOPS faculty, unless otherwise specified by mutual agreement.
  - 2) Research Collaboration. Both institutions will identify and assist faculty members to collaborate on research projects of mutual interest and expertise.

#### Resources:

- Financial resources
  - o Housing. MUSOP and NCOPS will provide free or subsidized on-campus housing for visiting faculty members in university-managed accommodations, subject to availability.
- Material resources
  - o Orientation. MUSOP and NCOPS will provide pre-departure and post-arrival orientation materials.
  - o Entry requirements. MUSOP and NCOPS will provide necessary documentation / information for the correct visa / entry requirement.
  - o Facilities Access. MUSOP and NCOPS will provide free or subsidized access to libraries, sports, dining, and other relevant campus facilities.
- Human resources

- Arrival assistance. MUSOP and NCOPS will provide arrival assistance, if required, subject to availability and funding.
- Administrative Contact. MUSOP and NCOPS will provide an administrative contact for all correspondence related to this program.
- Faculty expertise. Faculty members may be asked to contribute expertise in suitable educational activities at the host institution during their visit.

Entrance Requirements: All visiting faculty members must apply for exchange and research collaboration through their home institution, which will screen and nominate suitable candidates for participation.

Insurance, Transportation, Meals, and Accommodation: Visiting faculty are required to maintain sufficient health and repatriation insurance coverage. The Home Institution will provide the faculty with information regarding health insurance requirements, cost, and enrollment processes. The Host Institution will provide free / subsidized housing in campus housing, subject to availability. The faculty member or home institution is responsible for costs related to travel, transportation, health insurance, medical care, meals, supplies, and living expenses. The home institution will discuss the financial resources they can provide with the faculty member.

Length of Activity. Faculty members can visit for up to two (2) weeks, or a total of fourteen (14) days, unless otherwise specified by mutual agreement.

#### Timetable

1. Anticipated Start. The exchange program is anticipated to begin in April 2025. Subsequent exchange cycles shall follow an annual schedule, to be reviewed and adjusted as necessary by mutual consent.

#### Outcomes

1. Mutual Learning and Cultural Exchange. It is anticipated that this program will enable faculty and students from both institutions to learn about the contemporary practice of pharmacy, share academic and research expertise, collaborate on research projects and experience the cultural environments of India and the United States.

#### Assumptions

1. Funding and Approvals. All activities outlined herein are subject to the availability of funds and /or to the approval of each institution's authorized representatives. This Agreement does not imply or commit any financial obligation for either Party beyond what is stated herein.
2. Monitoring and Quality Enhancement. MUSOP and NCOPS will monitor faculty exchanges to ensure participants benefit from the experience, and will make any necessary modifications to improve program quality.
3. Health Insurance. All participating individuals are responsible for arranging international health and repatriation insurance through their home institution or independently.
4. Application Screening. Each institution will screen and nominate its own applicants for participation; the Host institution reserves the right to make final decisions on acceptance of visiting participants.
5. Incidental Fees. Any incidental fees beyond the scope of this Agreement (e.g., supplies, certain administrative fees) shall be the responsibility of the visiting participant. Such fees shall be no greater than those normally charged to the host institution's own faculty.
6. Annual Review for Parity. The Parties will review the program annually for any imbalances in exchange numbers and will adjust participant quotas as needed over the duration of this Agreement.

#### General Provisions

1. **Term.** This Agreement commences on the date both Parties have signed and expires three (3) years thereafter. The Parties 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.
2. **Termination.** Either Party may terminate this Agreement with three (3) months advance notice in writing. Notices are effective upon receipt by each Party's responsible representative, named below, or when otherwise reasonably effectuated.
3. **Communications.** Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

Marshall University: Zelideth María Rivas, Assistant Provost for Global Education

1 John Marshall Dr., Huntington, WV 25755 USA

[rivasz@marshall.edu](mailto:rivasz@marshall.edu) / +1-304-696-3208

Nitte College of Pharmaceutical Sciences: Dr. Kusum Devi, Principal

A constituent college of Nitte Govindapura, Golahalli, Yelahanka, Bangalore – 560064

(Deemed to be University) Karnataka, India / E-mail: [principal.ncops@nitte.edu.in](mailto:principal.ncops@nitte.edu.in)

4. **Export Control Laws and Regulations.** The Parties agree to comply with all applicable U.S. and India export and import laws and regulations in the conduct of the activities described in this Agreement. Each Party also agrees to obtain export licenses (or other export authorization) as may be required prior to exporting any item or technology that is "controlled" such as: trademarked, licensed, proprietary, or patented. For agreements that solely involve academic exchange of students, faculty, and researchers, these laws also apply to "controlled" items which may be hand-carried, shipped, store, and or sent via electronic or physical means, including unpublished technical data.
5. **Notices.** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be to the respective addresses or facsimile numbers of the parties as set forth in the Agreement, or at such other address or facsimile number as such parties shall have furnished in writing.
6. **Amendment.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Parties 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 Parties.
7. **Force Majeure.** Neither Party shall 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 Party.

8. **Agency.** The Parties agree that, during the term of this Agreement, the Parties 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 Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.
9. **Language.** If NCOPS chooses to translate this agreement into another language, NCOPS warrants that the translated version accurately represents the understanding of the Parties as described in the English language version provided that the English version controls.
10. **Agreement Coordinators.** Within sixty (60) days following the execution this agreement, each Party 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.
11. **Disputes.** In the event of a dispute arising out of or relating to this Agreement or any Sub-Agreement entered into pursuant to this Agreement, the Parties shall establish a committee of six (6) senior representatives, three (3) appointed by each Party, to attempt to resolve the dispute. If the dispute cannot be resolved within sixty (60) days, either Party shall have the right to immediately terminate this Agreement.
12. [Intentionally Omitted.]
13. **Nondiscrimination.** Marshall and NCOPS agree that no person shall, on the grounds of race, color, religion, national origin, sex or creed be excluded from participation under the terms of this agreement. Despite this, the Parties agree that a student of the Home Institution who is a national of the country of the Host Institution will not be eligible to participate in the exchange, as such participation will not serve the objectives of the exchange program.

#### CONTACT INFORMATION FOR COORDINATORS

##### Marshall University

Name Dr. Eric Blough

Address School of Pharmacy, 1 John Marshall Dr.

City, State, Zip Code Huntington, WV 25755

Country USA

Phone +1-304-696-7394

Email [blough@marshall.edu](mailto:blough@marshall.edu)

##### Nitte College of Pharmaceutical Sciences

Name Dr. Kusum Devi

Address Govindapura, Golahalli, Yelahanka, Bangalore

City, State, Zip Code 560064 Karnataka

Country India

Phone

Email [principal.ncops@nitte.edu.in](mailto:principal.ncops@nitte.edu.in)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

**Signature and Notices: Marshall University**

Accepted and Agreed

Marshall University

Signed: \_\_\_\_\_

Printed Name: Eric Blough

Title: Dean, School of Pharmacy

Date: \_\_\_\_\_

Signed: BSS \_\_\_\_\_

Printed Name: Avinandan Mukherjee

Title: Provost and Senior Vice President

Date: 4-11-2025 \_\_\_\_\_

**Signature and Notices: Nitte College of  
Pharmaceutical Sciences, a Constituent college of  
Nitte (Deemed to be University)**

Accepted and Agreed

Nitte College of Pharmaceutical Sciences, a Constituent  
college of Nitte (Deemed to be University)

Signed: \_\_\_\_\_

Printed Name: Dr. Sandeep Shastri

Title: Vice-President, Bangalore Campus

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Dr. Kusum Devi

Title: Principal, Nitte College of Pharmaceutical Sciences  
Nitte (Deemed to be University)

Date: \_\_\_\_\_