



Institutional Collaboration Agreement

Between Marshall University, U.S.A.

And

Nitte College of Pharmaceutical Sciences, INDIA

This institutional collaboration agreement (hereafter referred to as “Agreement”) is made by and between Marshall University, Huntington, WV, U.S.A., (hereafter referred to as Marshall) 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”. MU and NCOPS have mutual interests in promoting training, research, education, and publication through joint activities and hereby agree to the following terms and conditions set forth in this Agreement.

Statement of Intent

Through this Agreement, the Parties intend 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 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:

- Development of joint research and training programs;
- Development of faculty mobility;
- Development of student mobility;
- Preparation of joint proposals for external funding;
- Joint programs of consulting and evaluation;
- Joint sponsorship of conferences;
- Joint publication; and
- Exchange of materials, articles and other publications.

Activity Agreements

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

General Provisions

1. **Term.** This Agreement commences on the date both Parties have signed and expires 2 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: Dr. Zelideth María Rivas, Assistant Provost for Global Education

1 John Marshall Dr., Huntington, WV 25755 USA

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

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) two-three (2-3) business days 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.** 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.]**

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

Signature and Notices: Marshall University

Accepted and Agreed

Marshall University

Signed: Avinandan Mukherjee

Printed Name: Avinandan Mukherjee

Title: Provost and Senior Vice President

Date: 4/17/25

Signed: BS

Printed Name: Brad D. Smith

Title: 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

Signed: _____

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: _____