



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  
**UNITED STATES OF AMERICA**  
**AND**  
**BLDE (DEEMED TO BE UNIVERSITY)**  
**INDIA**

This Memorandum of Agreement (“Agreement”) is entered into by and between the Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, United States of America, for and on behalf of the University of Illinois at Chicago campus (“UIC”), and BLDE (Deemed to be University, a private university of Vijayapura, India (“BLDE”), effective as of the last signature date below. The parties wish to establish cooperative relations and hereby agree as follows:

**AREAS OF COLLABORATION**

Subject to availability of funds and the approval of authorized officials of UIC and BLDE, respectively, collaborations between the two parties will be undertaken through activities or programs such as:

1. Exchange of faculty members
2. Exchange of students
3. Joint research activities
4. Joint educational programs
5. Exchange of academic materials

The terms and budget for each program or activity implemented under this Agreement shall be mutually agreed upon in writing prior to the initiation of such program or activity. Each agreed upon collaboration and its accompanying terms and budget shall be set forth in an addendum to this Agreement and shall be subject to the terms of this Agreement.

Each party shall designate a liaison to facilitate timely and accurate communications between the parties. All notices must be in writing and delivered to the Party’s address, identified below. Notice is effective upon receipt by the intended recipient.

Notices to BLDE shall be sent to:

Registrar Office, BLDE (Deemed to be University)  
Smt Bangaramma Sajjan Campus, B. M. Patil road Vijayapura,  
Karnataka, India – 586103  
Attn: Dr. R. V. Kulkarni  
Email: registrar@bldedu.ac.in

Notices to UIC shall be sent to:

UIC Office of Global Engagement  
601 S. Morgan St., UH 516, MC 227  
Chicago, IL 60607  
USA  
Attn: Director of International Affairs & Outreach  
Email: internationalaffairs@uic.edu

For the purposes of this Agreement and all addenda hereto encompassing specific agreed upon programs and/or activities between UIC and BLDE, neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement and all addenda hereto shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

### **GENERAL PROVISIONS**

This Agreement shall become effective as of the date of the last signature appearing below and continue for five (5) years. Either party may terminate this Agreement for convenience by providing not less than ninety (90) days' prior written notice to the other party.

The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed in writing. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with the terms hereof.

The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

Without the express written permission of the other party and, if an individual's name be concerned, of that individual, neither party shall use the name or protected marks, or any abbreviations thereof, of the other party or the name of any employee or student of the other party in any form of advertising, publicity, or commercial use, except as may be required by a party's accrediting agencies.

This Agreement, together with its exhibits, attachments, amendments, addenda, and incorporated references, constitutes the parties' entire agreement regarding the subject matter, and this Agreement supersedes all previous or contemporaneous communications (oral and written) between the parties relating to the subject matter.

No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

Neither party may assign its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

Any suit or proceeding arising from this Agreement must be filed and prosecuted in defendant's forum, and this Agreement shall be interpreted by application of the laws of the forum.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures constitute original signatures for all purposes.

The individuals signing this Agreement on a party's behalf represent that they are authorized and intend to bind their respective parties in contract.

**SIGNATURE PAGE FOLLOWS**

