



UNIVERSITY OF MINNESOTA

AGREEMENT FOR COOPERATION AND EXCHANGE

between

Regents of the University of Minnesota

**by and through its Academic Health Center's School of Public Health
("University of Minnesota")**

Minneapolis, Minnesota, United States of America

and

Jamia Millia Islamia University ("JMI")

New Delhi, India

THIS AGREEMENT FOR COOPERATION AND EXCHANGE ("Agreement"), effective November 1, 2013 through October 31, 2018 (not to exceed ten years), is entered into by and between the University of Minnesota and JMI.

Based on friendship, equality, mutual assistance and common interests, the University of Minnesota and JMI enter into this Agreement to promote well being of the peoples of both countries. The highest scholarly and professional standards will govern the conduct for all agreements and participants under this collaboration.

1. PURPOSE OF THIS AGREEMENT. The University of Minnesota and JMI agree to establish reciprocal exchanges and cooperative activities and programs as may be beneficial and acceptable to both institutions of higher learning.

2. SCOPE OF THIS AGREEMENT. This Agreement will serve as a broad and general, enabling document and will provide the basis and authority for the development and implementation of more specific definitive agreements "Definitive Agreements". Such Definitive Agreements may be in a variety of fields and areas.

3. AREAS OF COOPERATION AND EXCHANGE. Areas of cooperation and exchange may include, but are not limited to:

- a. exchange of faculty members;
- b. exchange of students;
- c. joint research activities;
- d. exchange of research results, academic publications and other academic information; and
- e. organization of joint conferences or symposia.

4. **DEFINITIVE AGREEMENTS.** Each Definitive Agreement originating under this Agreement shall be cleared through, and approved by, the co-signers of this Agreement and shall identify this Agreement as its enabling document. Individuals and units in each institution are encouraged to develop initiatives and produce drafts of Definitive Agreements for cooperation and exchange in specific areas of interest. Communication among counterparts and cooperators at all levels within the two institutions is encouraged.

5. **COSTS.** The University of Minnesota and JMI agree that neither party shall be responsible for costs and expenditures incurred by the other under this Agreement. Project proposals, funding strategies and draft Definitive Agreements, including the nature, scope and cost of cooperation and exchanges, shall be developed in collaboration with appropriate university authorities.

6. **CONFIDENTIALITY.**

6.1 **Confidentiality of Patient Records.** All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or maintained during the course of the performance of this Agreement shall be treated by the parties as confidential so as to comply with each party's applicable laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed or published to any party other than as required or permitted under such applicable laws and regulations.

6.2 **Other Confidential Information.** During the course of the performance of this Agreement, the parties may have access to or become acquainted with confidential information relating to each other's business. The parties acknowledge and understand the importance of maintaining confidentiality of such information, including the terms and conditions of this Agreement, and agree never to use, except to perform their duties hereunder, or disclose such information to any third party, except as may be required by each party's laws and regulations. If disclosure is ordered by a court or administrative order, the party subject to the order shall promptly notify the other party. Upon termination of this Agreement, the parties agree to promptly return to the other party all records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential information of the other party.

7. **USE OF NAME, LOGO OR MARKS.** The University of Minnesota and JMI agree not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other party or the name or any representative of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other party in each instance.

8. **TERMINATION.** This Agreement may be terminated by either the University of Minnesota or JMI by providing a six (6)-month written notice to the other party of its intention to terminate this Agreement. If a party terminates this Agreement, any Definitive Agreements originating under this Agreement that were duly executed by the parties prior to the date of the notice of intent to terminate this Agreement, shall continue to be in effect through their

respective effective dates unless earlier terminated pursuant to the terms of each such Definitive Agreement.

9. **NOTICES.** All notices and other communications required or permitted hereunder shall be in writing and in the English language and shall be sent by reputable courier addressed to the address of each party as set forth below, or to such other address as such party shall have communicated to the other party. Notice shall be deemed to have been served when received.

If to JMI, to:

If to University of Minnesota, to:

Aaron Friedman, M.D.
Vice President of Health Sciences
University of Minnesota Academic Health
Center
MMC 501
420 Delaware Street SE
Minneapolis, MN 55455
USA

10. **GOVERNING LAW.** All activities conducted under this Agreement must be conducted in accordance with the laws, rules and regulations applicable to each party.

11. **AMENDMENT.** This Agreement may be amended at any time by the mutual, written consent of the University of Minnesota and JMI.

IN WITNESS WHEREOF, the authorized representatives the University of Minnesota and JMI execute this Agreement as set forth below.

JAMIA MILLIA ISLAMIA UNIVERSITY

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: Shahid Ashraf
Name: Registrar
Title: Jamia Millia Islamia
Date: (A Central University)
New Delhi-110025

By: John R. Finnegan, Jr.
Name: John R. Finnegan, Jr.
Title: Dean, School of Public Health
Date: 11/15/13

By: Shahid Ashraf
Name: Registrar
Title: Jamia Millia Islamia
Date: (A Central University)
New Delhi-110025

By: Aaron Friedman
Name: Aaron Friedman, M.D.
Title: Vice President for Health Sciences
Academic Health Center
Date: 11/18/13

NOTE: This Agreement should be executed by Foreign University before University of Minnesota begins its execution process.