

UMassAmherst
The Commonwealth's Flagship Campus



Memorandum of Agreement
between

NATIONAL INSTITUTE OF WIND TECHNOLOGY
Under the Ministry of New and Renewable Energy, Government of India (NIWE)

and

UNIVERSITY OF MASSACHUSETTS AMHERST
Amherst, Massachusetts, USA

This Memorandum of Agreement ("Memorandum") is entered to record an inter-institutional cooperative agreement between the National Institute of Wind Energy ("NIWE") and the University of Massachusetts Amherst ("UMA").

The NIWE and UMA desire, through a cooperative relationship, to enter the following academic and research collaboration:

I. PARTIES

NIWE is legally domiciled at 6571/1A2, Pallikaranai, Chennai – 600 100. The University of Massachusetts Amherst has an address of 181 President's Drive, Amherst, MA 01003-9313. NIWE and UMA are collectively referred to herein as the "Parties" or "Universities."

II. PURPOSE OF THE AGREEMENT

Both Universities agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Universities will encourage direct contacts and cooperation between their faculty members, graduate students, departments, institutes, and academic planning staff. As per interest shown, **both Universities agree to explore the possibility of:**

1. Establishing mutually beneficial collaborative research projects between departments and individual faculty members.
2. Exchange of faculty and other representatives for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.
3. Exchange of graduate and undergraduate students. (The exchange of graduate and/or undergraduate students will require a separate supplementary agreement, specifying the terms of exchange.)
4. Other activities of mutual interest and benefit.

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Arrangements for specific visits and other forms of academic cooperation will be developed jointly and will be agreed upon in writing for each specific case.

III. EXPORT CONTROL COMPLIANCE

The Parties agree to comply with all Indian and U.S. laws and regulations relating to the transfer, export, or re-export of items and technical data to comply with export controls.

IV. EFFECT OF AGREEMENT

This Memorandum will remain in effect for five (5) years at the end of which period the Memorandum will be reviewed by both Parties and may be renewed by mutual written consent. This Memorandum may be terminated by either Party with a six-month written notification of termination.

V. FINANCING

This Memorandum does not create any financial commitments by or between NIWE and UMA. Both Universities understand that all of the above arrangements involve financial considerations and agree that all financial arrangements will be negotiated separately.

VI. NOTICE

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMA:

International Programs Office
University of Massachusetts
70 Butterfield Terrace
Amherst, MA 01003-9242
kstender@umass.edu

To NIWE:

Finance & Administrative Division
National Institute of Wind Energy
6571/1A2, Pallikaranai
Chennai - 600 100, India
Admin.niwe@nic.in

VII. AMENDMENTS

NIWE and UMA agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.



VIII. GOOD FAITH EFFORTS

NIWE and UMA agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution and implementation of this Memorandum amicably through mutual negotiations and consultations between the Parties through regular diplomatic channels.

IX. FORCE MAJEURE

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporarily until the disadvantages are overcome.

X. ENTIRE AGREEMENT

This Memorandum and amendments (if any) constitute the entire agreement between NIWE and UMA, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this agreement that precede the date of this Memorandum.

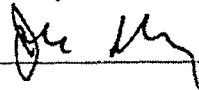
XI. AUTHORITATIVE VERSION

This Agreement is signed in both English and Hindi. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

XII. REPRESENTATION


Both Parties represent and warrant that the signatories below have the power and authority to enter into this Memorandum.

Signed by:



Date: 9/22/21

John J. McCarthy
Provost and Senior Vice Chancellor for Academic Affairs
University of Massachusetts Amherst



Date: 22/09/21

Dr. K. Balaraman
Director General
National Institute of Wind Energy

