

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**University of Maryland College Park**  
**and**  
**US India SME Council**  
**for Executive Education Training**  
**MOU No. 40025**

This Memorandum of Understanding (“MOU”), effective on the last date of signature below (“Effective Date”), is hereby entered into by and between the University of Maryland College Park (“UMD”), a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, the Robert H. Smith School of Business (also “Maryland Smith”) and the US India SME Council (“Sponsor”), a non-profit premier business advocacy organization at 1300 I Street, NW, Suite 400F, Washington, DC 20005, each a “Party” and collectively the “Parties.”

**Purpose.** The Parties share interests in executive education and similar types of training. Based on these premises and for good and valuable consideration, the Parties hereby agree as follows:

1. **Scope of Project.** Cooperative agreement. See Attachment 1 for details.
2. **Responsibilities of UMD.** UMD shall be responsible for using reasonable efforts to carry out its Scope of Work, attached hereto as Attachment 1 and incorporated herein by reference.
3. **Responsibilities of Sponsor.** Sponsor shall be responsible for using reasonable efforts to carry out the responsibilities listed in Attachment 1. Sponsor shall have the right to utilize its network of contacts i.e., individuals and companies/corporations in implementing the responsibilities of Sponsor as defined in this MoU.
4. **Financial Arrangements.**
  - a. No Federal Government Funds. Sponsor will not use federal governmental funds, including federal flow-down/flow-through funds, to make any payments related to this MOU.
  - b. Project Budget. There is no funding associated to this MOU.
5. Payment and Payment Schedule.
  - d. Invoices. NA
  - e. Issuance of Payment. All payments from Sponsor will reference the UMD invoice number and should be remitted as follows:

**For check payments please remit your to:**

Lyndsy Horn  
University of Maryland | Office of Extended Studies  
Finance Department  
1117 Hornbake Library  
College Park, MD 20742  
Reference: Include the name of the organization

**For credit card payments:**

Please mail or fax the Office of Extended Studies Credit Card Authorization Form

- f. Budget Line Item Transfers. UMD may transfer funds between Project budget line items without Sponsor's prior approval as long as such transfers do not impact the scope of the Project or increase the Award Amount.
  - g. Purchase Order/Invoice Terms & Conditions. UMD is not bound by the terms and conditions of Sponsor's invoices, purchase orders, or other documents Sponsor requires to issue payment.
- 5. Intellectual Property Rights.** UMD will own all rights, title to, and interests in any and all intellectual property ("IP") that is created, conceived of, reduced to practice, or authored solely by UMD employees. UMD and Sponsor will jointly own all rights, title to, and interests in any and all IP that is created, conceived of, reduced to practice or authored jointly by UMD and Sponsor employees. Sponsor will own all rights, title to, and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by its employees.
- 6. Confidentiality.** If the Parties desire to exchange confidential information pursuant to this MOU, the Parties shall first enter into a written Non-Disclosure Agreement signed by the authorized officials of each Party.
- 7. Export Control.**
- a. "Export Controlled Information" means confidential technical information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of commodities controlled under the Commerce Control List of the Export Administration Regulations or the U.S. Munitions List of the International Traffic in Arms Regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.
  - b. The Parties shall not exchange or disclose to each other Export Controlled Information.
- 8. Term and Termination.**
- a. This MOU shall remain in force for a period of 2 years, effective November 1, 2021, after the Effective Date and may be renewed or extended by mutual written consent of the Parties.
  - b. The Parties may terminate this MOU at any time by mutual agreement.
  - c. Either Party may terminate this MOU for convenience at any time provided that the terminating Party provides thirty days written notice prior to termination.
- 9. Contacts and Notices.** Any notices or requests one Party is required to make to the other under this Agreement, including changes to the Project Scope of Work and Project Budget, shall be in writing delivered by e-mail or first-class mail (air mail if not domestic), and addressed to the Parties' administrative contacts as identified in this Agreement (or to such other address as the Party to

receive the notice or request so designates by written notice to the other). Notices shall be delivered to:

Sponsor Administrative/  
Technical Contact:

Mr. Elisha Pulivarti  
President/CEO, US India SME Council  
1300 I Street, NW  
Suite 400F Washington, DC 20005  
[epulivarti@usindiasmecouncil.org](mailto:epulivarti@usindiasmecouncil.org) 240-432-9612

UMD Administrative Contact:  
(authorized official)

Office of Extended Studies  
Matthew Nesson, EdD  
1117 Hornbake Library  
College Park, MD 20742-5141  
301-405-7762  
oes@umd.edu

UMD Technical Contact:  
(not authorized to make changes)

PK Kannan, PhD  
Associate Dean, Strategic Initiatives  
Van Munching Hall, College Park, MD 20742  
301-405-5266  
pkannan@umd.edu

#### 10. General Terms and Conditions.

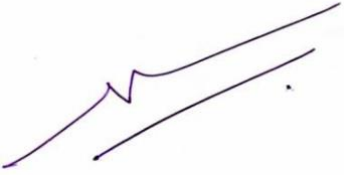
- a. Modifications. Any modification of this MOU shall be effective only upon the mutual written agreement of authorized representatives of both Parties.
- b. No Third Party Beneficiaries. This MOU is for the benefit of the Parties; there are no third party beneficiaries.
- c. No Waiver. The failure of either Party to enforce any term of this MOU shall not be deemed a waiver of any rights contained herein.
- d. Relationship. Nothing in this MOU shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- e. Assignment. This MOU and any rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning Party, which shall not be unreasonably withheld.
- f. Liability. Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives acting within the scope of their employment. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR

ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS MOU EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UMD's liability shall be governed exclusively in accordance with Maryland Code Annotated, State Government Article, Title 12, as amended from time to time.

- g. Disclaimer of Warranties. UMD shall use reasonable efforts to carry out the scope of this MOU, but results are provided **AS IS**. THE STATE OF MARYLAND, UNIVERSITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESEARCH RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESEARCH RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
- h. Disputes. The Parties will work to resolve disputes amicably and may elevate disputes to their chief executives if such disputes cannot be resolved at the project level.
- i. Governing Law. This MOU shall be governed by the laws of the State of Maryland without references to its conflicts of laws principles.
- j. Entire Agreement. This MOU constitutes the entire agreement and understanding by and among the Parties on the subject matter presented herein and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the Parties relating to this subject matter that are not fully expressed herein. UMD is not bound by the terms and conditions of Sponsor's invoices, purchase orders, or other documents Sponsor requires to issue payment
- k. Counterparts. This MOU may be executed in counterparts, each of which taken together will be deemed one original. The authorized representative of each Party agrees to enter into this Agreement and abide by its terms and conditions.

**AGREED TO:**

**US India SME Council**



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Authorized Signature

**Sudhakar Gande**

Printed Name

**Chairman**

Title

**01 November 2021**

Date

**UNIVERSITY OF MARYLAND COLLEGE PARK**



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Authorized Signature

**Matthew Nesson**

Printed Name

**Associate Director**

Title

**11/22/2021**

Date

**UNDERSTOOD AND AGREED TO BY Maryland Smith]:**



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Signature

**PK Kannan**

Printed Name

**11/20/2021**

Date

## **Attachment 1 Scope of Work**

1. Project Title: Cooperative Agreement
2. UMD Technical Contact: PK Kannan
3. Sponsor Technical Contact: Elisha Pulivarti
4. Period of Performance: November 1, 2021 – October 31, 2023
5. Description of Project:
  - a. Thought Leadership and research cooperation
    - i. Sponsor and Maryland Smith agree to engage and partner in various thought leadership activities including short pieces such as blogs or articles posted to both parties' websites as well as longer studies or white papers of mutual interest to both parties. The specific timing and type of such products will be determined by parties.
    - ii. Curricular development projects and a knowledge series featuring both parties
    - iii. White papers for public distribution, developed in collaboration between all parties
  - a. Non degree executive/professional training
    - i. Both parties agree to work together to define and develop new non degree programs of interest to stakeholders of each party.
    - ii. Sponsor agrees to provide and/or utilize industry contacts and contact lists to promote the Maryland Smith program.
    - iii. Sponsor will not receive revenues, nor incur costs associated with any created programs.
    - iv. UMD will use approved logos of Sponsor.
  - b. Joint marketing of events, conferences, and other designed events
    - i. Both parties will collaborate on a set of events promoting non degree programs during the agreement term. One of these events could be a periodic webinar series on various global management issues. Details on the size, location and substance will be determined at a future point beneficial to both parties.
    - ii. Possible activities:
      1. Topical and timely expert-lead webinars
      2. Short videos from both parties around timely, relevant topics related to trainings and research










# Executive Education - US India SME Council

Final Audit Report

2021-11-22

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