

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF SOUTHERN MISSISSIPPI
AND
PRAKASAM ENGINEERING COLLEGE**

This General Agreement is to establish collaborative academic effort between the UNIVERSITY OF SOUTHERN MISSISSIPPI, GULF COAST, USA and Prakasam Engineering College, Amma Education Society, Kandukur, Andhra Pradesh, India.

1. It is hereby agreed that the two institutions shall cooperate on the following.

- a) Exchange of students for study and research at both institutions
- b) Exchange of professors, scholars, and administrators through mutual visits
- c) Exchange of information and publication on education and research
- d) Implementation of cooperative education and research

2. Implementation

- a) In order to carry out the above-mentioned activities, detailed plans of the academic cooperation, strategies for the interactions, and mechanisms leading to the exchange of students and personnel shall be formed through consultation between the two institutions and expressed in academic agreements.
- b) Both institutions shall agree to seek financial support for the mutually agreed cooperative activities defined in the above from appropriate agencies of their respective government and other agencies.
- c) This Agreement will be effective for five (5) years after the date of signing.
- d) Either party may terminate this Memorandum of Understanding, with or without cause, upon six months written notice of termination given to the other party.

3. Confidential Information

Each party shall, at all times during the term of this memorandum and for a period of five (5) years after, keep confidential any confidential information received from the other party. Such confidential information shall not be disclosed to any person, other than employees who need to know for the purpose of performing their functions, without the consent of the owner of the information.

Notwithstanding any provision to the contrary contained herein, it is recognized that the University of Southern Mississippi, (USM), is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to USM pursuant to this agreement, USM shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

4. Return of Confidential Information

Upon termination of this Agreement for any reason, the parties shall return all confidential information to the owner.

5. Cooperative Research and Intellectual Property

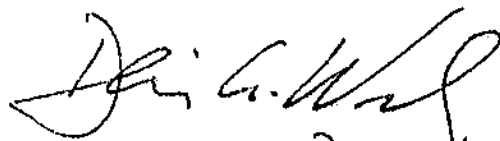
Either party to this Agreement may propose to the other specific individual research projects for collaboration. Such proposals may be made at any time and an individual project agreement will be drafted for each research project. The protection and exploitation of any valuable intellectual property arising out of a research project will be addressed in each individual project agreement.

6. Compliance

The parties agree to comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations, to comply with all applicable requirements of any accreditation authority, and to certify such compliance upon request.

7. Amendments

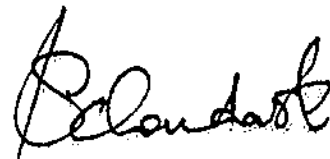
No amendment to this General Agreement, a project agreement or an academic agreement shall be valid unless reduced to writing, signed by authorized representatives of both parties.



~~President~~ Drouot
UNIVERSITY OF SOUTHERN
MISSISSIPPI

9/23/12

Date



Mr. Srikanth C Kancharla
Director
Prakasam Engineering College

09/28/12

Date