MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA
AND THE
ANNA UNIVERSITY
IN CHENNAI, INDIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between

the UNIVERSITY OF KENTUCKY, a public institution of higher education in the Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, for its College of Communication and Information (hereinafter “UKY”)

and

ANNA UNIVERSITY, with headquarters in Chennai, India (hereinafter “AU”)

either of which may be referred to as “Party,” or collectively as “Parties” throughout.

In recognition of existing relationships and mutual interest in expanded collaboration among faculty, staff and students at UKY and AU, and wishing to promote a cooperative relationship through mutual assistance in the areas of education, research, and engagement, the Parties enter into this MOU in order to establish and recognize a formal connection between these institutions, and agree to support and promote this connection for mutual benefit.

ARTICLE 1. SCOPE OF COLLABORATION

1.1 General Scope. Each institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 Specific Activities. Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution’s authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and students for research, lectures, and discussions; (c) participation in seminars and academic meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.
1.3 **Separate Agreements.** Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party’s authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs, as specified in Article 3.3, “Notices,” below.

**ARTICLE 2. EFFECTIVE TERM, RENEWAL AND AMENDMENT**

2.1. **Term.** This MOU will take effect upon the date of last signature by the authorized representatives of each Party, and will remain in effect for three years from the date of signing, unless terminated early by either Party.

2.2. **Early Termination.** Either Party may terminate this MOU in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty, and/or staff of either Party who are engaged in collaborative activities or exchanges at the intended time of early termination will be permitted to complete these activities or exchanges in accordance with the intention and spirit of this MOU.

2.3. **Renewal.** This MOU may be renewed by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an addendum to this MOU. All such addenda shall be considered integral parts of this MOU.

2.4. **Amendment.** The terms and conditions stipulated in this MOU may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an amendment to this MOU. All such amendments shall be considered integral parts of this MOU.

**ARTICLE 3. GENERAL PROVISIONS**

3.1. **Use of Names.** Beyond promoting the activities supported by the terms and conditions of this MOU among its faculty, staff, and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. For instances of name use that exceed the terms of this MOU, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party’s representative, designated in “Notices” below.

3.2. **Academic Freedom.** The University of Kentucky is committed to preserving and defending the principles and values of academic freedom for their faculty, staff and students. If collaborative activities implemented under the auspices of this MOU are deemed by either Party to infringe upon that Party’s standards of academic freedom, academic rigor, or academic integrity, that Party may withdraw from this MOU immediately without penalty.

3.3. **Research Ethics and Respect of Pre-existing Intellectual Property Rights.** The Parties to this MOU are committed to ensuring that faculty, staff and students participating in collaborative activities under the auspices of this MOU adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results, and disclosures of conflicts of interest. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this MOU or is developed outside the auspices of this MOU. If collaborative activities implemented under the auspices of this activity are deemed by either Party to compromise that Party’s standards of ethics in research or infringe on its pre-existing or independently developed Intellectual Property, that Party may withdraw from the MOU immediately without penalty.
3.4. **Counterparts.** The Parties may sign this MOU in counterparts, all of which together shall constitute the complete MOU. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

3.5. **Non-discrimination.** Eligibility for participation in the collaborative activities developed under the auspices of this MOU will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY policy concerning smoking.

3.6. **Notices.** To be enforceable, all notices and official communications related to this MOU must be in writing, and delivered to the Party’s representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

**UKY:**

**Tim Barnes, Executive Director**  
International Partnerships and Research  
University of Kentucky International Center  
Room 118 Bradley Hall  
545 Rose Street  
Lexington, KY 40506  
USA  
Telephone: +1-859-323-7377  
Email: Tim.Barnes@uky.edu

with copy to:  
**Chike Anyaegbunam, Chair**  
Department of Integrated Strategic Communication.  
College of Communication and Information  
University of Kentucky  
211 McVey Hall  
Lexington, KY 40506, USA  
Telephone: +1-859-257-7820  
Email: chike.anyaegbunam@uky.edu

**AU:**

**G. Nagarajan, Director**  
Centre for International Relations  
Anna University  
Sardar Patel Road, Guindy, Chennai 600025, INDIA  
Telephone: +92-44-2235-8561  
Email: dirigia@annauniv.edu, dirigia2011@gmail.com

3.7. **Binding Obligations.** With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding potential areas of cooperation.

3.8. **Authorized Signatories.** The individuals signing this MOU on a Party’s behalf represent that they have the requisite authority and intent to bind that Party to this MOU.
FOR THE UNIVERSITY OF KENTUCKY

Susan Roberts, Ph.D.
Associate Provost for Internationalization

Date: February 17, 2021

Recommended by:

Jennifer Greer, Dean
College of Communication and Information

Date: 02/16/2021

FOR ANNA UNIVERSITY

Prof. M. K. Surappa
Vice-Chancellor

Date: 27/01/2021

Prof. L. Karunamoorthy
Registrar

Date: 27/01/2021

Prof. G. Nagarajan
Director, Centre for International Relations
Anna University

Date: 27/01/2021

Final Version: 22 January 2021 9:08 AM
VISITING STUDENT AGREEMENT
BETWEEN
ANNA UNIVERSITY
IN CHENNAI, INDIA
AND THE
UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA

This VISITING STUDENT AGREEMENT (hereinafter “Agreement”) is entered into by and between

the UNIVERSITY OF KENTUCKY, a public institution of higher education in the Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, acting on behalf of its College of Communication and Information (hereinafter “UKY”) and

ANNA UNIVERSITY, with headquarters in Chennai, India, acting on behalf of its College of Engineering, Department of Media Sciences (hereinafter “AU”)

either of which may be referred to as “Institution,” or collectively as “Institutions” throughout.

ARTICLE 1. PURPOSE

This Agreement sets forth terms and conditions by and under which the Parties agree to implement a visiting student program (hereinafter “Program”) to enable AU students to enroll at UKY for one or two regular semesters of the academic year, as visiting non-degree international students, and earn academic credits for coursework successfully completed at UKY towards their AU degrees, in accordance with the policies and regulations regarding such credit transfer established by AU.

ARTICLE 2. NOMINATION, SELECTION, AND ENROLLMENT OF PARTICIPANTS

2.1. Numbers. For each academic year during which this Agreement is in effect, AU may nominate up to five (5) students for participation in the Program, based on exceptional academic achievement and English language proficiency.

2.2. Eligible Programs of Study. The Program will be open to participation by students currently enrolled, and in good standing at AU. It is expected that AU students participating in the Program will enroll primarily in classes offered by the College of Communication and Information while at UKY. UKY courses offered by other colleges may be open to AU students, subject to available classroom space, prerequisite requirements and other course restrictions as may apply.

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2.3. **Minimum Admission Requirements.** UKY, through its College of Communication and Information, will evaluate students nominated by AU for participation in the Program and, taking into consideration the recommendations of AU, make final determination regarding their admissibility to UKY as visiting students. At the time of nomination for participation in the Program, students must have earned a minimum grade point average (GPA) consistent with the current admissions policies of UKY. In addition, students nominated for participation in the Program must demonstrate sufficient English language proficiency as required for undergraduate admission by submitting an official score report of a *Test of English as a Foreign Language (TOEFL)* or *International English Language Testing System (IELTS)* examination. At the time of entering into this Agreement, for students seeking admission to UKY as visiting non-degree undergraduate students, UKY accepts minimum TOEFL scores of 71 (Internet-Based Test, or iBT), 197 (Computer-Based Test, or CBT) or 527 (Paper-Based Test, or PBT), or a minimum IELTS cumulative score of 6.0 as demonstrating sufficient English language proficiency for admission. For students seeking admission to UKY as visiting non-degree graduate students, English language proficiency requirements will be met with minimum TOEFL scores of 79 (Internet-Based Test, or iBT), 213 (Computer-Based Test, or CBT) or 550 (Paper-Based Test, or PBT), or a minimum IELTS mean band score of 6.5. Complete transcripts of coursework completed at AU, along with all supporting application materials as required by UKY, must be submitted in support of each AU student’s nomination for participation in the Program, and must be official, certified by AU, and in English.

2.4. **Non-discrimination.** Eligibility for participation in this Program will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY policy concerning smoking.

2.5. **Enrollment Status.** Once accepted for participation in this Program by UKY, participating students will be enrolled as full-time, visiting students for one or two regular semesters of the academic year at UKY (roughly mid-August through mid-December and early January through early May of each year). While enrolled at UKY as visiting international students, AU students will receive all services normally provided to full-time degree-seeking UKY students, including access to campus facilities and instructional resources, academic advising, and other support as appropriate to their visa status. In addition, while enrolled at UKY as visiting students, AU students will enjoy the same rights and privileges, and will be subject to the same responsibilities as are full-time, degree-seeking UKY international students. Participating students will be expected to apply for the appropriate visa in accordance with their non-degree program status.

2.6. **Conduct of Participants.** While enrolled at UKY, AU students participating in this Program will be subject to the same laws, rules, regulations and policies regarding academic and other conduct as apply to all registered UKY students, as established and enforced by UKY and all relevant local, state and federal governing agencies. Participating students may be dismissed from the Program and returned home for serious violations of conduct, as would merit dismissal from the university for any other registered UKY student.

**ARTICLE 3. FINANCIAL ARRANGEMENTS**

3.1. **Tuition and Fees.** AU students participating in this Program will be assessed standard, non-resident tuition and fees as set by UKY and currently in effect at the time of their enrollment at UKY. This includes certain course-specific additional fees for laboratory deposits, fieldwork costs, and materials.
3.2. **Related Expenses.** AU students participating in this Program will be responsible for all personal expenses related to their participation in the Program, including, but not limited to:

3.2.a. Transportation to and from UKY
3.2.b. Passport and visa expenses
3.2.c. Housing accommodation and meals
3.2.d. Books, supplies and other study materials
3.2.e. Health and other insurance in line with current regulations at the time of their enrollment at UKY, which may vary from time to time. Participating students must comply with all health regulations as established by UKY and in force at the time of their enrollment and participation in the Program
3.2.f. All expenses related to accompanying or visiting dependents or family members
3.2.g. All other expenses and debts incurred by students during their participation in the Program

3.3. **Scholarship and Employment Eligibility.** UKY may offer scholarships to exceptional AU students participating in this Program. Scholarships will be awarded based on academic merit and will be subject to availability of funds. In addition, AU students participating in this Program may seek part-time employment on the UKY campus, in compliance with all laws, rules, and policies governing student employment and all regulations associated with the participating student’s visa status.

**ARTICLE 4. RESPONSIBILITIES OF AU**

4.1. AU will promote the Program among its students, screen potential applicants and ensure that they meet minimum requirements for admission to UKY, and submit a list of nominees for participation in the Program to UKY each year.

4.2. AU will advise its students participating in the Program of all relevant policies, procedures, and costs associated with their participation in the Program, using information materials provided by UKY.

4.3. AU will evaluate official transcripts, provided by UKY, of coursework taken by students participating in the Program, and award academic credit towards their students AU in accordance with policies and practices established by AU.

**ARTICLE 5. RESPONSIBILITIES OF UKY**

5.1. UKY will provide AU with promotional materials, application instructions and guidance, course descriptions and other information as necessary to support AU promotion of the Program and recruitment of students for participation.

5.2. UKY will evaluate applications from students nominated by AU for participation in the Program. Assuming nominees satisfy minimum requirements for admissibility, UKY will offer nominees admission as non-degree visiting students for one or two regular semesters of the academic year.

5.3. UKY will provide AU students accepted for participation in the program with all necessary documents to support their visa application as appropriate and within current immigration standards and practices. Participating students will be responsible for applying for and obtaining the appropriate visa required for participation in the Program.
5.4. UKY, through its College of Communication and Information, will support students through academic advising and liaise with relevant academic departments and faculty regarding placement in appropriate courses.

5.5. UKY will assist AU students participating in the Program with regard to reserving on-campus housing accommodations and with integration into the campus and local community.

5.6. UKY will provide AU with an official transcript of courses taken at UKY for each AU student participating in the program, at the end of the student’s enrolment at UKY, once any outstanding charges against the student’s account are paid in full, and with the student’s consent and in keeping with all regulations governing the sharing of student data.

ARTICLE 6. EFFECTIVE TERM, RENEWAL AND AMENDMENT

6.1. Term. This Agreement will take effect upon the date of last signature by the authorized representatives of each Party, and will remain in effect for three years from the date of signing this Agreement, unless terminated early by either Party.

6.2. Early Termination. Either Party may terminate this Agreement in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty, and/or staff of either Party who are engaged in collaborative activities or exchanges at the intended time of early termination will be permitted to complete these activities or exchanges in accordance with the terms and conditions of this Agreement.

6.3. Renewal. This Agreement may be renewed by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an addendum to this Agreement. All such addenda shall be considered integral parts of this Agreement.

6.4. Amendment. The terms and conditions stipulated in this Agreement may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an amendment to this Agreement. All such amendments shall be considered integral parts of this Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1. Use of Names. Beyond promoting the activities supported by the terms and conditions of this AGREEMENT among its faculty, staff, and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. For instances of name use that exceed the terms of this AGREEMENT, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party’s representative, designated in "Notices" below.

7.2. Academic Freedom. The University of Kentucky is committed to preserving and defending the principles and values of academic freedom for their faculty, staff and students. If collaborative activities implemented under the auspices of this Agreement are deemed by either Party to infringe upon that Party’s standards of academic freedom, academic rigor, or academic integrity, that Party may withdraw from this Agreement immediately without penalty.
7.3. **Research Ethics and Respect of Pre-existing Intellectual Property Rights.** The Parties to this Agreement are committed to ensuring that faculty, staff and students participating in collaborative activities under the auspices of this Agreement adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results, and disclosures of conflicts of interest. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this Agreement or is developed outside the auspices of this Agreement. If collaborative activities implemented under the auspices of this activity are deemed by either Party to compromise that Party’s standards of ethics in research or infringe on its pre-existing or independently developed Intellectual Property, that Party may withdraw from the Agreement immediately without penalty.

7.4. **Counterparts.** The Parties may sign this AGREEMENT in counterparts, all of which together shall constitute the complete AGREEMENT. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

7.5. **Notices.** To be enforceable, all notices and official communications related to this AGREEMENT must be in writing, and delivered to the Party’s representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

**UKY:**

**Tim Barnes, Executive Director**  
International Partnerships and Research  
University of Kentucky International Center  
Room 118 Bradley Hall  
545 Rose Street  
Lexington, KY 40506  
USA  
Telephone: +1-859-323-7377  
Email: Tim.Barnes@uky.edu

with copy to:  

**Chike Anyaegbunam, Chair**  
Department of Integrated Strategic Communication  
College of Communication and Information  
University of Kentucky  
211 McVey Hall  
Lexington, KY 40506  
USA  
Telephone: +1-859-257-7820  
Email: canya2@uky.edu

**AU:**

**Prof. G. Nagarajan, Director**  
Centre for International Relations  
Anna University  
Sardar Patel Road  
Guindy, Chennai 600 025  
City, state/province, postal code  
INDIA  
Telephone: +92-44-2235-8561  
Email: dircia@annauniv.edu, dircia2011@gmail.com
7.6.  Force Majeure. A Party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the Parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the Party whose performance is affected shall keep the other Institution fully informed about the conditions and the prospects of their ending.

7.7.  Integration. This Agreement with its attachments, amendments, and incorporated references constitutes the Parties’ entire agreement regarding the subject matter.

7.8.  Authorized Signatories. The individuals signing this AGREEMENT on a Party’s behalf represent that they have the requisite authority and intent to bind that Party to this AGREEMENT.
FOR THE UNIVERSITY OF KENTUCKY

Susan Roberts, Ph.D.
Associate Provost for Internationalization

Date: February 17, 2021

Recommended by:

Jennifer Greer, Dean
College of Communication and Information

Date: 02/16/2021

FOR ANNA UNIVERSITY

Prof. M. K. Surappa
Vice-Chancellor

Date: 27/01/2021

Prof. L. Karunamoorthy
Registrar

Date: 27/01/2021

Prof. G. Nagarajan
Director, Centre for International Relations
Anna University

Date: 27/01/2021