

COOPERATION AGREEMENT
BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, AND
INSTITUTE OF ENGINEERING & MANAGEMENT

This Cooperation Agreement (this "Agreement") is entered into by Institute of Engineering & Management (hereafter "IEM") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (hereafter "UNLV"). The Parties desire to engage in academic, scientific and cultural collaboration under the following terms and conditions.

I. OBJECTIVES

UNLV and Institute of Engineering & Management agree to develop academic and research programs, as well as promote projects in the areas of interest to both institutions. The participation of each university in any of the specific programs will be subject to the availability of funds and academic personnel.

II. ACTIONS

A. Actions that may be carried out under this Agreement include:

1. Joint research activities;
2. Personnel exchange for purposes of study and research;
3. Information exchange in fields of interest to academic personnel and students of Institute of Engineering & Management and UNLV; and
4. Academic personnel exchange for lectures, talks, symposiums, conversations and sharing of experiences.

The parties will develop working programs for specific projects to define the duties and responsibilities of each party.

B. The parties agree that the work programs that develop from this Agreement will be subject to the following protocols:

1. Each program developed under this Agreement shall be memorialized by separate written agreement.

2. Any exchange of students and academic personnel will be in conformance with the rules, regulations and policies established by each institution.

3. The parties will each appoint one responsible person for the completion of the programs developed under this Agreement.

4. For each program developed under this Agreement, the parties will agree upon the financial resources that have to be provided by each party. Such financing will be subject to the rules, regulations and policies of each institution and to the applicable laws of each country.

5. Both institutions agree that the personnel provided by each institution for the implementation of the work programs developed under this Agreement will be affiliated exclusively with his/her employer, that each institution will assume its responsibilities to this end, and in no case will either institution be in any way liable for the actions of the other.

6. The production, publication and distribution of articles, pamphlets and other works generated from work programs under this Agreement will be undertaken by mutual agreement and will be jointly owned by the parties. The parties stipulate that for each publication they will seek the maximum protection available under the law for intellectual property in the United States and India. It is understood that each party may use the results obtained from the

activities covered by this Agreement for academic purposes. It is expressly agreed that any unauthorized commercial use of a joint work product by either party will result in the disgorgement of profits to that party resulting from such unauthorized use.

7. Authorship of any written work will be attributed to the party whose personnel produced the work with recognition being given to the individuals who contributed to the work. If the work is produced by personnel from both parties, authorship will be attributed to both institutions equally.

8. The parties will, where they consider it necessary, maintain confidentiality with respect to activities or programs developed under this Agreement. Notwithstanding the foregoing, this Agreement is subject to the provisions of the State of Nevada Public Records Law, Nev. Rev. Stat. 239.010, such that information or documents received from Institute of Engineering & Management may be open to public inspection and copying.

III. DURATION, MODIFICATIONS AND TERMINATION

This Agreement will be in effect for three (3) years, starting on the date the last party signs agreement. This Agreement may be modified or extended by written amendment executed by both parties. The modifications or extensions will be effective on the date the amendment is executed by both parties. This agreement may be terminated for any reason by either party by giving to the other thirty (30) days written notice prior to such termination.

IV. DISPUTE RESOLUTION

This Agreement is entered into by the parties in good faith. The parties will use their best efforts to resolve any conflict or dispute which may arise regarding the interpretation and enforcement of this Agreement. Any disputes or conflicts which cannot be resolved at the

appropriate operating levels shall be referred to the presidents of each institution for final resolution.

V. ASSIGNMENT

Neither this Agreement, any interest herein nor any claim hereunder, shall be assigned or transferred by either party unless expressly authorized in writing by the other party.

VI. COMMUNICATION AND COORDINATION

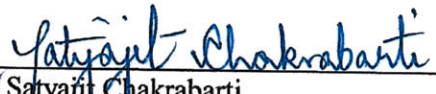
To provide for consistent and effective communication between Institute of Engineering & Management and UNLV, the following points of contact are established:

For UNLV: Susan Thompson
Office of International Programs
4505 S. Maryland Parkway
Box 456012
Las Vegas, Nevada 89154-6012
USA
Susan.thompson@unlv.edu
702 895-3896

For Institute of Engineering & Management:
Dr. Himadri Nath Saha
Professor and Head
Electrical and Electronics Engineering
Institute of Engineering Management
Salt Lake Electronics Complex
Kolkata-700091
India
himadri@iemcal.com
+91 98302 49238

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Institute of Engineering & Management
Approved by:

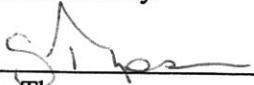


Dr. Satyajit Chakrabarti
Director of Institute of Engineering & Management and
Pro Vice-Chancellor of University of Engineering & Management

Date: 27/01/2018

**Board of Regents of the Nevada System of Higher Education,
on behalf of the University of Nevada, Las Vegas**


Recommended by:



Susan Thompson
Director, International Programs

Date: 01/29/2018

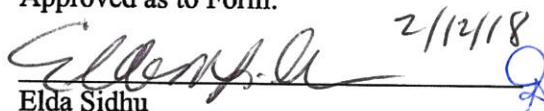
Approved by:



Carl Reiber
Senior Vice Provost

Date: 2/13/2018

Approved as to Form:



Elda Sidhu
General Counsel