

— Joint Statement of Principles in Support of International Education —

Reengaging the World to Make the United States Stronger at Home

A Renewed U.S. Commitment to International Education

Agreement Between



The Department of State - Office of Foreign Mission &
Embassy UNITED STATES OF AMERICA, New Delhi

And

The Government Engineering College, Modasa

Amending the Memorandum of Understanding of Aug 26, 2022, as amended and Signed

Memorandum of understanding on the Fulbright Exchange Program, QUAD
and Ambassador's AFCP Program



Memorandum of understanding on the Fulbright Exchange Program, QUAD and Ambassador's AFCP Program -
Department of State - Office of Foreign Mission - Embassy of New Delhi, USA

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”



THE WHITE HOUSE
WASHINGTON

Note 600|01

[Executive Order 14050](#) White House Initiative on Advancing Educational Equity, Excellence, and Economic Opportunity for Black Americans - October 19, 2021

[Executive Order 14049](#)—White House Initiative on Advancing Educational Equity, Excellence, and Economic Opportunity for Native Americans and Strengthening Tribal Colleges and Universities - October 11, 2021

[Executive Order 14041](#) - White House Initiative on Advancing Educational Equity, Excellence, and Economic Opportunity Through Historically Black Colleges and Universities - September 3, 2021

[Executive Order 14021](#) - Guaranteeing an Educational Environment Free From Discrimination on the Basis of Sex, Including Sexual Orientation or Gender Identity - March 8, 2021

[Executive Order 13988](#) - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation - January 20, 2021

DIPLOMATIC NOTE

Memorandum of understanding on the Fulbright Exchange Program, QUAD and Ambassador's AFCP Program -
Department of State - Office of Foreign Mission - Embassy of New Delhi, USA

U.S. Ambassador's Fund for Cultural Preservation

The United States demonstrates its respect for the cultural heritage of India through the U.S. Ambassador's Fund for Cultural Preservation (AFCP). This grant program draws on U.S. resources to support the preservation of historic buildings and monuments, archeological sites, museum collections, ethnographic objects, paintings, manuscripts and indigenous languages and other forms of traditional cultural expression.

Through the U.S. Ambassadors Fund for Cultural Preservation, the American people have invested \$2 million over the past 20 years in the documentation, conservation, and restoration of 21 key historic sites and intangible heritage in India.

Representative projects include:

The restoration of important historic monuments in the heart of the national capital such as the "Sunderwala Burj," the "Batashewala Mughal Tomb Complex," and the "Arab Serai Complex Gateway," all of which are a part of the UNESCO World Heritage site of the Humayun's Tomb in New Delhi.

Recording and transcribing the endangered folk music of the Langa and Manganiyar communities of western Rajasthan

The preservation of palm leaf manuscripts and rare books at the United Theological College in Bangalore.

A full list of AFCP projects in India may be found here [AFCP - India and Bhutan](#)

AFCP projects have an economic impact, strengthening, for example, traditional construction industries and employing hundreds of artisans for the creation of hand-crafted sandstone

lattice screens.

Select AFCP projects in India are typically aligned with other U.S. government initiatives, supporting community health, environmental protection, and the empowerment of women and youth. Several projects have been implemented, for example, alongside a State Department supported English Access Microscholarship Program (Access). Access provides English language learning to bright, economically disadvantaged youth. Some Access participants have started their careers as English-speaking guides at AFCP sites and others have been selected for U.S. government exchange programs, including the Youth Exchange and Study (YES) Program, the Benjamin Franklin Program, and the Community College Initiative (CCI) Program.

In these ways, AFCP allows the United States to share in the protection of India's cultural heritage for the benefit of all humanity.

[Gandhi-King Scholarly Exchange Initiative](#)

The Department of State's Bureau of Educational and Cultural Affairs the launch of the Gandhi-King Scholarly Exchange Initiative, which brings together 20 emerging young civic leaders from India and the United States to advance civil rights, social justice, and inclusion on the local, national and international levels by exploring the histories and legacies of Mahatma Gandhi and Dr. Martin Luther King, Jr. This exchange was championed by the late Honorable John Lewis.

[QUAD Fellowship](#)

On September 24, 2021, Quad partners Australia, India, Japan, and the United States announced the Quad Fellowship: a first-of-its-kind scholarship program designed to build ties among the next generation of scientists and technologists. Schmidt Futures, a philanthropic initiative, will operate and administer the fellowship program in consultation with a

non-governmental taskforce, comprised of academic, foreign policy, and private sector leaders from each Quad country.

This program will sponsor 100 exceptional American, Japanese, Australian, and Indian master's and doctoral students in science, technology, engineering, and mathematics (STEM) to study in the United States. The fellowship will develop a network of science and technology experts committed to advancing innovation and collaboration in the private, public, and academic sectors, in their own nations and among Quad countries. The program will build a foundational understanding among Quad Scholars of one another's societies and cultures through cohort-wide trips and robust programming with each country's top scientists, technologists, and politicians.

Fulbright-Nehru Academic and Professional Excellence Fellowships

The Fulbright-Nehru Master's Fellowships are designed for outstanding Indians to pursue a master's degree program at select U.S. colleges and universities in the areas of Arts and Culture Management including Heritage Conservation and Museum Studies; Economics; Environmental Science/Studies; Higher Education Administration; International Affairs; International Legal Studies; Journalism and Mass Communication; Public Administration; Public Health; Urban and Regional Planning; and Women's Studies/Gender Studies.

Fulbright-Kalam Climate Fellowships

USIEF administers the Fulbright-Kalam Climate Fellowships to build long-term capacity to address climate change-related issues in India and the U.S. The objective is to promote further mutual understanding between the two peoples by a wider exchange of knowledge and professional talents – intend to partner to build long-term capacity in the United States and India by engaging scientific and technical research scholars from both countries related to climate research and education.

Fulbright-Kalam Climate Fellowship fields include, but not limited to, Energy Studies, Earth Sciences, Geology, Environmental Sciences, Renewable Energy, Smart Cities, Agriculture, Public Policy, Environmental Engineering, and Disaster Resilient Infrastructure.

Agreement Between

The Government of the United States of America

And

The Government of India

For Financing Educational Exchange Programmes

The Government of the United States of America and the Government of India (hereinafter referred to as "the Parties"):

Desiring to promote further mutual understanding between the peoples of the United States of America and India by a wider exchange of knowledge and professional talents through educational contacts;

Considering the mutual benefits derived from such a program and the desire of the Parties to cooperate and assist in the financing and expansion of this program for the further strengthening of bilateral cooperation in this area.

Recalling the Agreement of February 2, 1950, and the Agreement of June 19, 1963 superseding it, between the two countries on the same subject, have agreed as follows:

Article 1

The United States Educational Foundation in India established under the Indo-U.S. agreement of February 2, 1950 and continued under the Indo-U.S. agreement of June 19, 1963 shall continue to function under the terms of the present Agreement as the U.S. - India Educational Foundation (hereinafter referred to as "the Foundation"), awarding Fulbright-Jawaharlal Nehru Scholarships and Grants:

The Parties specifically affirm their intention that the Foundation shall continue to be recognized by the Government of the United States of America and the Government of India as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by both Parties under the terms of the present agreement and by other appropriate sources as approved by the Foundation Board, keeping in mind the objectives of the program as contained in this

agreement.

Article 2

The funds made available by *the* Parties and by other sources, within *the* conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of:

- (i) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in India, and (ii) of or for citizens and nationals of India in the United States of America.
- (ii) financing visits and interchanges between the United States of America and India of students, teachers, scholars, and professionals; and
- (iii) facilitating and financing such other related educational and cultural programs and activities such as evaluation, testing and educational advisory services; promoting cooperation and information sharing about higher education systems and practices; and conferences and workshops.

Article 3

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to carry out the purposes of the present Agreement including the following:

- (i) Receive funds.
- (ii) Open and operate bank accounts in the name of the Foundation in a bank/banks to be designated by the Foundation Board.
- (iii) Prepare an annual budget proposal and disburse funds and make grants and advances of funds, including payment for transportation, tuition, maintenance and other expenses relevant to Article 2 (i), (ii) and (iii).
- (iv) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable
- (v) Plan, adopt, and carry out programs in accordance with the purposes of the present

Agreement.

(vi) Recommend to the J. William Fulbright Foreign Scholarship Board of the United States of America students, teachers, scholars and professionals of India and the United States of America to participate in the program.

(vii) Recommend to the aforesaid Fulbright Foreign Scholarship Board such qualifications for the selection of participants in the programs as it may deem necessary.

(viii) Provide for annual audit of the accounts of the Foundation by the auditors selected by the Foundation Board and make the same available to both Parties.

(ix) Engage an Executive Director and administrative and clerical staff and fix and pay the salaries and wages thereof and incur other administrative expenses associated with the Foundation as may be deemed necessary.

(X) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Foundation's role therein shall be approved in advance by the Foundation Board, and not objected to by either Party.

Article 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten Directors (hereinafter designated 'the Board'), five of whom shall be citizens of the United States of America and five of whom shall be citizens of India. The Foreign Secretary, Ministry of External Affairs, Government of India or his designee and the Chief of Mission of the U.S. Diplomatic Mission to India, shall be Honorary Co-Chairpersons of the Board, entitled to participate in Board meetings as non-voting members. The Board will ordinarily seek to function on the basis of broad consensus. Matters which cannot be resolved within the Board will be referred to the Parties to be resolved by mutual consultation. The Government of India shall have the power to appoint and remove the citizens of India on the Board, at least one of whom will be from the Ministry of Human Resource Development and one from the Ministry of External Affairs. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in India.

The Directors shall be appointed for two-year terms and shall be eligible for reappointment

for an additional two years. Vacancies by reason of resignation, transfer of residence outside India, expiration of service or otherwise, shall be filled in accordance with the appointment procedures set forth in this Article. A Director of the Foundation Board serving at the time that this Agreement comes into effect shall continue to serve the term applicable at the time of his or her appointment, unless that Director is removed pursuant to this Article.

The Directors shall serve without compensation but the Foundation is authorized to pay the necessary expenses of the Directors in attending the meetings of the Board

A President shall be elected by the Board from its own membership for a period of service of one year provided that the position shall be assumed alternately by a citizen of the United States of America and a citizen of India.

Article 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

Article 6

Reports acceptable in form and content to the two Parties shall be made annually on the activities of the Foundation to the two Parties.

Special reports may be made more often at the discretion of the Foundation or at the request of either Party.

Article 7

The principal office of the Foundation shall be in the capital city of India, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

Article 8

The Executive Director shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives and the provisions of this Agreement. In his or her absence or disability, the Board may appoint an

Acting Executive Director for such time as it deems necessary or desirable.

Article 9

The Parties agree to establish a Finance Committee comprising representatives of both Governments, which will:

- (a) Subject to the instructions of the respective Parties, approve the budget proposed by the Board and determine the budgetary support to be contributed by the respective Parties to the Foundation for each Program year.
- (b) Recommend to the Parties the amount to be released periodically to the Foundation by the two Parties; and
- (c) Review annually the audited accounts of the Foundation and request clarifications as deemed necessary prior to the Board's submission of these to the Parties

The Finance Committee will meet periodically as required, but not less than once every quarter. The Foundation Executive Director shall provide secretariat support to the Finance Committee.

Article 10

The Parties shall agree to make annual allocations of funds to the Foundation for the purposes of this Agreement each fiscal year. The amount of such annual allocations shall be subject to the funds available to both Parties in accordance with their respective national laws and regulations. The Parties agree on the need for parity in their respective financial contributions to the Foundation, with both sides committed to providing substantial sharing of costs under this Agreement.

All administrative expenditures of the Foundation, including salaries, wages, rents, and utilities, shall continue to be met by the Government of India and the United States of America until decided otherwise by the two Parties.

In the budgeting and accounting of the funds of the Government of India, and in the financial and program reporting to the Government of India, the Foundation shall follow the approved financial norms of the Government of India and United States Government.

In the budgeting and accounting of the funds of the Government of the United States, and in the financial and program reporting to the Government of the United States, the Foundation shall follow the US Department of State's Manual for Binational Commissions and Foundations.

Article 11

The Foundation shall continue to enjoy exemption from taxation as follows:

(i) Furniture, equipment, supplies and any other articles intended for official use of the Foundation shall be exempt in the territory of India from customs duties, excise, and surtaxes and every other form of taxation.

(ii) All funds and other property used for the purposes of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of India.

(iii) The sale or disposal in India of any such furniture, equipment, supplies, etc. shall be in accordance with the rules and regulations of the Government of India as existing at the time of such sale or disposal.

(iv) Contributions of the Government of India shall be exempt from taxes in the United States of America, in accordance with the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion With Respect to Taxes on Income," signed September 12, 1989, which came into effect on January 1' 1991.

Article 12

The Government of India shall extend to citizens and nationals of the United States of America engaged in educational activities in India under the auspices of the Foundation, such privileges with respect to exemption from taxation and other burdens affecting the entry, travel and residence of such persons as are extended to citizens and nationals of India engaged in similar activities in the United States of America subject to the domestic law, rules and regulations of the Governments of India and the United States of America applicable to

foreigners.

Article 13

The present Agreement may be amended by the exchange of diplomatic notes between the Parties.

Article 14

The Parties shall make every effort to facilitate the programs authorized in this Agreement and to resolve problems which may arise in the operation thereof.

Article 15

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of India for Financing Certain Educational Exchange Programmes, signed at New Delhi on June 19, 1963.

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at New Delhi, in duplicate, on this 26th day of Aug, 2022 in the English languages, texts being equally authentic. In case of ambiguity, the English text shall prevail.



Memorandum of Understanding on Education Agreement Between the Government of the United States of America and The Government of India and Jurisdiction of Educational Institutions - International Fellowship and Exchange Program

The following is the text of a Memorandum of Understanding on International Education initiated on Aug 26, 2022 to review on Aug 27, 2022 and to be signed and make effective from Aug 4, 2022 over Virtual Meeting:

Bearing in mind the objectives of the Agreement effected by exchange of Notes on the Education Commission for Educational Exchange and Financing of Exchange Programs and the Agreement between the United States of America and the **The Government of India** relating to Cooperation in Science, Technology, Innovation and Mathematics have decided, through this Memorandum of Understanding, to continue the "Partnership for Education" that launched on Aug 26, 2022, under the following terms:

1. The Parties intend to continue to enhance and expand cooperative efforts in education based on the following guidelines:

a) activities under this Memorandum are to be conducted in accordance with the constitutions and applicable laws and regulations of the Parties, and are to be subject to the availability of appropriated funds in the respective countries. Within this framework, the Parties are to make every effort to promote favorable conditions for the fulfillment of this cooperation and these exchanges, and

b) the Parties intend to focus cooperation on the topics and activities outlined in the Annex. New areas for cooperation may be identified, as they deem appropriate, to strengthen or expand existing programs. The Annex can be modified with additional topics and activities decided upon by the Parties in accordance with the objectives of the Memorandum.

2. In carrying out this Memorandum, the Parties in particular intend to:

a) encourage and facilitate closer relationships between their respective federal, state and local education agencies and offices, schools and school systems, post-secondary institutions, appropriate educational organizations, other educational entities, and private sector establishments involved in education in the two countries, and

b) encourage mutually beneficial educational activities involving policy makers, researchers, scholars, faculty members, teachers, educational administrators and other specialists.

3. The executive agency of the **The Government of India** with primary responsibility for implementing this Memorandum is the Ministry of Education, in consultation with the Ministry of External Relations. The United States of America executive agency with primary responsibility for implementing this Memorandum is the Department of Education, in consultation with the Department of State -Office of Foreign Mission. Other agencies from either country may be invited to participate in this partnership as mutually decided through the appropriate diplomatic channels.

4. Unless otherwise decided, each Party is to bear the costs of its participation.

5. This Memorandum is effective upon signature and continues in effect until either Party chooses to terminate it, through diplomatic channels. Termination shall be effective six months after the date of written notification.

Signed at New Delhi and Government Engineering College, Modasa - Hemchandracharya University and Gujarat Technical University on Aug 26, 2022, in duplicate, in the English and Gujarati languages, both texts being equally authentic.

ANNEX

Under this Memorandum of Understanding, the Parties plan to focus on one or more of the following themes:

1. Promoting Educational Excellence
2. Promoting Diversity and Equal Opportunity in Education
3. Assessment, Indicators and Accountability
4. Professional Development for Teachers and Administrators
5. Information and Communication Technologies applied to Education
6. Adult Literacy and Continued Education
7. Training and Technical and Vocational Education
8. Educational Technology
9. Environmental Education
10. Higher Education and Post-Graduate Cooperation and Mobility
11. Encouraging Family, Community, and Business Involvement in Education.

ARTICLE I: GENERAL PRINCIPLES

The Parties intend to enhance and expand cooperative efforts in education according to the following general principles:

A. The Parties will encourage and develop cooperation and exchanges in the field of education on the basis of equality, mutual benefit, and reciprocity.

B. Such exchanges and cooperation shall be subject to the constitutions and applicable laws and regulations of the respective countries, and shall be subject to the availability of funds. Within this framework, the Parties will make every effort to promote favorable conditions for the fulfillment of this cooperation and these exchanges.

C. The cooperation provided for in this Memorandum is not intended to affect relations currently established between state education agencies, institutions, or school systems of The Government Engineering College, Modasa and Hemchandracharya North Gujarat University and Gujarat Technological University, State - Technical Education Board and State of Gujarat and Government of India and Department of State - Office of Foreign Mission, State of Education, EducationUSA the United States of America.

Rather, the Parties shall attempt to identify new areas for joint activities, or, where deemed appropriate by all concerned, to strengthen or expand existing programs.

ARTICLE II: METHODS OF COOPERATION

A. In carrying out the general principles of this Memorandum the Parties intend to:

1. Encourage and facilitate closer relationships between state education agencies and offices, schools and school systems, institutions, appropriate educational organizations, other educational entities, and private sector establishments involved in education in the two countries, and
2. Encourage mutually beneficial educational activities involving researchers, scholars, faculty members, teachers, educational administrators, and other specialists to lecture, teach, conduct research, and develop cooperative programs.

B. The Parties intend to emphasize:

1. Cooperation that facilitates exchanges and dialogue centered on educational management, methods, evaluation and research, and
2. In support of other bilateral initiatives and programs, the study and teaching of

each other's language, culture, and history through the development of exchanges and cooperation as described above and through other mutually agreed measures.

ARTICLE III: ORGANIZATION AND COOPERATION

A. The executive agency for fulfilling the Memorandum shall be the Chancellor, Vice Chancellor, Principal and International Affairs Office of Government Engineering College, Modasa for Public Education, in consultation with the Ministry of Foreign Relations. The executive agency for fulfilling the Memorandum for the United States of America shall be the Department of Education and EducationUSA, in consultation with the Department of State - Office of Foreign Mission and the United States Information Agency.

B. The representatives of the Parties will meet periodically to review the implementation of cooperation and exchanges and to develop specific programs of mutual benefit. At these meetings, which may include representatives of other interested organizations as appropriate, they will also exchange views on the state of educational cooperation between the two countries. The preparations for such meetings, their timing and their agendas, will be established through diplomatic channels.

ARTICLE IV: METHOD OF IMPLEMENTATION

A. Specific activities to be undertaken under this Memorandum, which have been agreed to by both executive agencies, are included in the Annex and shall commence during the school year 2022.

B. Additional annexes may provide for new activities as mutually agreed by the executive agencies.

ARTICLE V: FINANCING

Unless otherwise agreed, each executive agency shall bear the costs of its participation.

ARTICLE VI: TERM OF MEMORANDUM

This Memorandum shall be effective Aug 26, 2022, and remain effective until December 31, 2047, after which it will be extended for successive year periods unless one Party notifies the other of the termination thereof no later than June 30, 2047, or not less than six months prior to the expiration of any such two year period.

ARTICLE VII: EFFECTIVE AND SIGNATURE

The foregoing represents the understandings reached between the participants on the matters referred to herein.

Done, in duplicate, in the English Language.

For the Principal, GEC-MODASA
GOVERNMENT ENGINEERING
COLLEGE, MODASA

Dr. Bharat Jayantilal Shah

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Dr. Bharat Jayantilal Shah
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Signature *B. Shah*
PRINCIPAL
GOVT. ENGG. COLLEGE
MODASA
Date: 8/29/2022

Dr Minubahi Babubhai Chaudhary
HOD Computer Engineering
GOVERNMENT ENGINEERING
COLLEGE, MODASA

ARAVALLI, GUJARAT, INDIA

DocuSigned by:
Dr. M. B. Chaudhary *hau*
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Location:
8/29/2022
Head
Comp. Engg./I.T. Deptt.
Govt. Engg. College, Modasa

For the Director Education & Exchange Prg.
International Affairs
ACT AMBASSADOR

DocuSigned by:
Umishkumar Mehta
A9FC04081AD54B9...

Signature
Date: 8/29/2022

Embassy of USA, New Delhi, INDIA

DS
UK

Location:

Memorandum of understanding on the Fulbright Exchange Program, QUAD and Ambassador's AFCP Program -
Department of State - Office of Foreign Mission - Embassy of New Delhi, USA

