

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA UNIVERSITY, MATHURA,

INDIA

AND

EGERTON UNIVERSITY,

KENYA



Preamble

This Memorandum of Understanding (MoU) is being signed on the year 2023 (effective date) between

The GLA University, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with A+ Grade and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956, having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as & "GLAU").

GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

And

Egerton University is a public university established under the University Act of 2012, of Post Office Box Number 536-20115, Egerton, (hereinafter referred to as "Egerton University". It is the oldest institution of higher education in Kenya. The main campus is based at Njoro and it has two campuses, Kenyatta Campus and Nakuru Town Campus College.

Both Parties express their intention in principle, to facilitate and develop a meaningful and mutually beneficial relationship and to encourage the development of academic and cooperation exchanges between the two institutions through mutual assistance in the areas of education and research in the years to come:

PURPOSE AND SCOPE OF COOPERATION

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the

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Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
D.P. Chaumuhan, Mathura (U.P.) INDIA

Parties. The forms of these collaborative programs, projects or activities may include but are not limited to:

AREAS OF COOPERATION

The two universities agree to encourage education, capacity building and research cooperation including but not limited to:

1. Joint organizations of conferences, workshops and webinars.
2. Participation in Seminars and academic meetings.
3. Joint research activities and lectures.
4. Exchange of published academic materials and other information.
5. Special short-term academic programmes.
6. Exchange of faculty and research scholars.
7. Exchange of students and dual programmes
8. Networking and connectivity.

OBLIGATIONS OF THE PARTIES

1. For each activity to be carried out pursuant to this Cooperation agreement, a written agreement will be created by both institutions prior to the start of the activity, and this will form an annex to the cooperation agreement.
2. The Cooperation agreement has no financial obligations. Each institution will be responsible for its own contribution to joint activities and all these activities will be carried out depending on the budget allocation of the parties.
3. The Cooperation agreement will comply with the legislation and principles of GLAU and Egerton University (EU).
4. Egerton University, Kenya and GLAU shall make provisions to share their respective important infrastructure facilities in order to promote academic and research interaction in the areas of cooperation.
5. Egerton University, Kenya and GLAU will be sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other

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Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
Basantpur, Mathura (U.P.) INDIA

materials during the exchange will rest on respective Head of academic department/section of both the Universities.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

INTELLECTUAL PROPERTY AND DATA PROTECTION

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. Intellectual Property resulting from joint implementation of this MoU shall be managed under Egerton University IPR policy AND equivalent policy for GLA University. Any differences in the two policies shall be resolved as per clause as follows.

- i. Protection of the parties' confidential information.
- ii. Respect for and sound management of IP.
- iii. That access to outputs of collaborations, remain available on a fair and equitable basis with as few restrictions as possible and promptly disseminated.
- iv. Joint ownership of IP or non-exclusive, non-commercial, irrevocable, world-wide, royalty-

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Ashok Kumar Singh
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free license to use any resulting IP as may be.

Each party commit to uphold the provisions of the Data Protection Act no. 24 of 2019 (Kenya) (and the equivalent law in India) in relation to personal data protection any relevant amendments thereafter during the duration of this MoU

SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. The two universities shall settle any dispute that may arise from the interpretation and/or application of this MoU amicably through consultation or negotiation

DURATION AND TERMINATION OF THE MoU

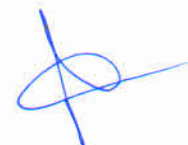
1. This MoU shall commence from the date of the last signature of both institutions and remain in force for a period of five (5) years unless terminated by either party by giving three (3) months written notice to the other of its intention to do so.
2. This Cooperation agreement can be revised upon mutual agreement of both universities, and it can be terminated by one of the institutions with a written notification signed by an authorized person of the relevant institution twelve months before the deadline
3. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

MISCELLANEOUS

- a) Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.
- b) If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

SINGLE POINT OF CONTACT (SPOC)

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Ashok Kumar Singh
Registrar
GLA University

Stone, NH-2, Mathura-Delhi Road
Bumhan, Mathura (U.P.) INDIA

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU.

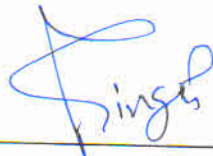
Egerton University, Kenya	Name: Prof. Charles M. M'Erimba Designation: Director, International Linkages & Career Services Email ID: cmerimba@egerton.ac.ke Contact Number: +254728543191
The GLA University, India	Name: Prof. Dilip Kumar Sharma Designation: Dean International Relations & Academic Collaboration Email ID: dilip.sharma@gla.ac.in Contact Number: +91 9927031755

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

**For and on behalf of
GLA University, Mathura**

Mr. Ashok Kumar Singh
Registrar
Rector

Signature



Ashok Kumar Singh
Registrar
GLA University

Date:

17 Km Stone, NH-2, Mathura-Delhi Road
Mathura, Mathura (U.P.) INDIA

**For and on behalf of
Egerton University, Kenya**

Prof. Isaac Ongubo Kibwage
Vice-Chancellor

Signature



Date:

28/03/2023





Accredited with **A+** Grade by **NAAC**

12-B Status from UGC



Witness 1:

Prof. Anup Kumar Gupta

Pro- Vice Chancellor

GLA University

Signature..... 

Date..... 06/04/2023

Witness 2:

Prof. Benard O. Aduda

Deputy Vice-Chancellor, Academic Affairs

Egerton University

Signature..... 

Date..... 30/3/2023