



# MEMORANDUM OF UNDERSTANDING

#### Between

### UNIVERSITY OF MAURITIUS

Réduit, 80837, Mauritius

The University of Mauritius (UoM) is a higher education and research institution founded in 1965. It is governed by the University of Mauritius Act 1971, amended in 1992 by Act No. 47 of 1992 and in 2012 by Act No. 27 of 2012 and having its principal office at Réduit, Mauritius.

The objects of the University shall be to provide facilities for and to engage in teaching and research and thereby to promote the advancement of learning and knowledge and, in particular, to provide a University education responsive to the social, administrative, scientific, agricultural and technological needs of Mauritius; to hold out, on such terms as it thinks fit and within the limits of its resources to suitably and academically qualified persons who in the opinion of the University are able and willing to benefit from the facilities it offers, the opportunity of acquiring education befitting a University of the highest standing.

#### And

GLA University, Mathura

17km Stone, NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA

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").

(hereinafter referred to as "The Parties")

## Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic linkages between their two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

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#### **Provisions**

# 1. Areas of Co-operation

The Parties will discuss opportunities for collaboration in the following areas:

- (a) Academic staff collaboration in research, teaching and learning in areas of common interest;
- (b) General academic collaboration including the exchange of educational resource materials and publications that are of mutual interest;
- (c) Development and implementation of student mobility programs;
- (d) Development and implementation of staff exchange programs;
- (e) Joint research activities, internship and lectures;
- (f) Participation in seminars and academic meetings;
- (g) Identification of special short-term academic programs and projects of mutual benefit to both institutions; and
- (h) Any other collaborative efforts the Parties consider to be appropriate from time to time.

# 2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subject to a Supplementary Agreement between the Parties. Such Agreements will set out the Parties' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host country/host institution.

### 3. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon.

Neither party shall enter into contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

#### 4. Management and Oversight

As soon as this MoU comes into operation the Parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- (a) Regular communication between representatives of the Parties in relation to this MoU;
- (b) Procedures for reviewing the progress of collaborative activities and projects initiated under this MoU; and

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(c) Procedures for identifying and prioritising new opportunities for collaboration.

# 5. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

#### 6. Policies and Procedures

Staff/students of either institution involved in any activity under this MoU shall abide by the applicable rules, regulations and procedures of the host institution.

# 7. Student Exchange (optional)

In case the number of foreign students would exceed the number of University of Mauritius students under the exchange programme, then the foreign students will be charged University fees by UoM.

## 8. Confidentiality

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

# 9. Intellectual Property

Ownership of Intellectual Property shared by the Parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in writing. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

## 10. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

# 11. Standards of Performance

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

## 12. Dispute Resolution

Any dispute related to this MoU shall be settled by amicable negotiations between the two institutions. In case this is not successful, the dispute shall be resolved through an arbitrator

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appointed by the two Parties by mutual agreement. Should the Parties fail to reach such agreement within one month of a request for arbitration by any Party, the arbitrator shall be appointed by a judge of the Supreme Court of Mauritius sitting in Chambers. The award of the arbitrator shall not be the subject matter of an appeal or review before the Court. It shall be final and binding.

#### 13. Termination

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving three (3) months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

#### 14. Effective Date and Duration of MoU

This MoU takes effect on the date the last Party signs and will continue for a period of 3 years only. The Parties may agree in writing to extend it for a further period to be determined.

#### 15. Applicable Laws/ Governing Laws

This Agreement shall be interpreted in accordance with the laws of the Republic of Mauritius.

#### 16. Link Coordinators

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:

## University of Mauritius

Name

: Dr Sameerchand Pudaruth

Title

: Associate Professor

Tel

: (230) 403 7754

E-mail

: s.pudaruth@uom.ac.mu

Address

: University of Mauritius, Réduit 80837, Mauritius

## **GLA University**

Name

: Prof. Dilip Kumar Sharma

Title

: Dean International Relations & Academic Collaborations

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: 17km Stone, NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281

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**GLA University** 

19.1 2. Mathura-Delhi Road Mathura (U.P.) INDIA

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

University of Mauritius

Professor (Dr)Sanjeev Kumar Sobhee

Vice-Chancellor

Date

Witness 1:

(Dr.) Sameerchand Pudaruth, SMIEEE,

**SMACM** 

Associate Professor

ICT Department, Faculty of

Information, Communication and Digital

Technologies (FoICDT)

University of Mauritius

Witness 2:

Name:

**GLA** University

Mr. Ashok Kumar Singh

Registrar

Ashok Kumar Singh Registrar GLA University

Stone, NH-2, Mathura-Delhi Road

Date

Witness 1:

Prof. A. K. Gupta
Pro-Vice-Chancellor

Prof. Anup Kumar Gupta G.L.A. University, Mathura

Pro- Vice Chancellor GLA University

Witness 2:

Prof. Dilip Kumar Sharma

Dean

International Relations & Academic Collaborations

GLA University

Dr. Dilip Kumar Sharma Professor Dept. of Computer Engineering and Applications Dean (International Relations and Academic Collaborations) GLA University, Mathura, India