

MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION
BETWEEN

UNIVERSITY OF ST. THOMAS
St. Paul, Minnesota, U.S.A.

AND

GLA UNIVERSITY
Mathura, India

The University of St. Thomas and the GLA University (each, a “party” and collectively, the “parties”) establish this Memorandum of Understanding to foster international cooperation in education and research.

1. Both parties agree to encourage and promote international academic cooperation through activities that are mutually acceptable to both parties, as specifically agreed by the parties in writing. These activities may include:
 - (a) Exchange of materials in education and research, publications, and academic information;
 - (b) Exchange of faculty and research scholars;
 - (c) Joint research and meetings for education and research;
 - (d) Technical assistance;
 - (e) Student exchanges.

Before these activities can be implemented, both parties shall discuss the issues involved to the satisfaction of each party and enter into specific activity agreements (“Activity Agreements”) based on the mutually agreed objectives and desired outcomes of the relationship.

2. Both parties are committed to the principles of equal opportunity and agree not to discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, family status, disability, age, marital status, status with regard to public assistance, membership or activity in a local commission (as defined by Minnesota Statutes 2015, section 363A.03, subdivision 23), genetic information, or any other characteristics protected by applicable law in the conduct of any programs or activities subject to this Memorandum.
3. In the event of a disagreement or other dispute arising from or in connection with this Memorandum or any of its terms, both parties agree to engage in a good faith effort to resolve the dispute through negotiations between representatives of both parties who have authority to settle the same. If the parties fail to settle a dispute within 60 days, the dispute shall be settled by arbitration under the UNCITRAL Arbitration rules in effect on the date of this agreement. The case shall be administered by the International Centre for Dispute Resolution under its Procedures for Cases under the UNCITRAL Arbitration Rules by a board of arbitrators consisting of one member designated by each party and one further member chosen by mutual agreement of the two party-appointed arbitrators within 14 days of the appointment of the second arbitrator or, if in default of such agreement, by the



International Centre for Dispute Resolution. The language of the arbitration will be English. This Memorandum and any Activity Agreements will be governed by and construed in accordance with the laws of the State of Minnesota, USA, without reference to its conflicts of law provisions.

4. This Memorandum shall not be construed to create a relationship of employees, servants or agents as between the parties, and shall not be construed or interpreted, by implication or otherwise, to form a partnership, agency, joint venture or other formal business association. The parties to this Memorandum are acting as independent institutions and independent contractors. Each party acts on its own behalf in all relations with a third party. Neither party will be responsible for any commitments of the other party unless specifically agreed upon in a written agreement. Neither party will represent itself as having authority to make commitments on behalf of the other party.
5. Nothing in the Memorandum shall be construed as creating any legal or financial relationship between the parties. The Memorandum will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation. Both parties understand and agree that any financial arrangements for specific projects or activities will require separate negotiation and written agreement by the parties in the Activity Agreement that applies to the activity and will depend on the availability of funds to each party and other considerations determined in the sole discretion of each party.
6. This Memorandum shall become effective as of the date of signatures of both parties and shall have an initial term of three years, which may be extended upon written agreement of both parties. The parties may execute this Memorandum in counterparts by facsimile, each of which is deemed an original and all of which together will constitute one agreement.
7. The parties intend to review this Memorandum every three years to evaluate the progress and the quality of the mutual cooperation. The terms of this Memorandum, including but not limited to its term of effectiveness, may be modified, waived or otherwise amended only by the written consent of the parties.
8. This Memorandum may be terminated by either party for any reason upon ninety (90) days' written notice. Notwithstanding the foregoing, either party may terminate this Memorandum immediately by providing notice to the other party in the event of (a) conduct by one party that is materially injurious to the other party, monetarily, in reputation or otherwise, or (b) a determination by a party that continued performance of the terms of this Memorandum could lead to a violation of applicable law or could jeopardize the party's tax-exempt status. In the event this Memorandum is terminated, the parties will negotiate the completion and winding down of any Activity Agreements in progress at the time of termination of this Memorandum.
9. Each party shall designate a person or office to serve as liaison for implementing this Memorandum. The liaison may change from time to time upon notice given to the other party in writing pursuant to this Memorandum. For the University of St. Thomas, the initial liaison will be Dr. Stefanie Lenway, Dean Opus College of Business, 2115 Summit Avenue, St. Paul, MN 55101. For GLA University, the initial liaison will be Prof. Anand Mohan

MTC



Agrawal, Director & Pro Vice-Chancellor, Institute of Business Management, Mathura-Delhi Road, Chaumuhan, Mathura, Uttar Pradesh 281406, India.

10. All notices given under this Memorandum will be in writing and will be deemed to have been made as of the date delivered if delivered personally or by internationally recognized overnight courier, when confirmed by telephone if delivered by facsimile, when confirmed by telephone or by response e-mail if delivered by electronic transmission, or five (5) business days after being mailed by registered or certified mail (postage prepaid, return receipt requested), to the parties at the following addresses (or at such other address for a party as is specified by like notice, except that notices of changes of address will be effective upon receipt):

For University of St. Thomas:

University of St. Thomas
2115 Summit Ave
Mail AQU 110
St. Paul, MN 55105
Attention: Senior International Officer

For GLA University:

GLA University
Mathura-Delhi Road
Chaumuhan, Mathura
Uttar Pradesh 281406, India
Attention: Pro Vice-Chancellor


With a copy to:

University of St. Thomas
2115 Summit Ave
Mail AQU 104
St. Paul, MN 55105
Attention: General Counsel

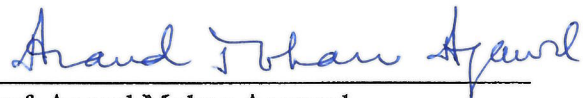
11. This Memorandum supersedes and replaces in its entirety any previous memorandum or agreement between the parties relating to academic cooperation.

Signing for University of St. Thomas:

Signing for GLA University:




Dr. Michael Garrison,
Associate Dean, Opus College of Business



Prof. Anand Mohan Agrawal
Pro Vice-Chancellor, GLA University

Date 4/15/2019

Date 15/04/2019



Richard Plumb, Ph.D.
Executive Vice President and Provost

Date 4/18/2019

Date _____