MEMORANDUM OF UNDERSTANDING

For Academic Cooperation

BETWEEN

The Cloud Computing and Distributed Systems (CLOUDS) Laboratory,

University of Melbourne, Australia

AND

Department of Computer Engineering & Applications

GLA UNIVERSITY

Mathura, India

The CLOUDS Laboratory, University of Melbourne and the Department of Computer Engineering & Applications, 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:
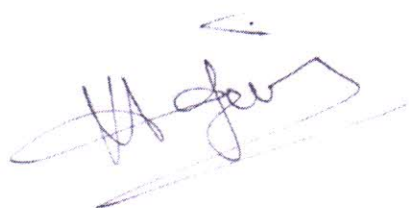
   1. Joint research seminar, workshop and conferences
   2. Joint research and meetings for education and research;

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MEMORANDUM OF UNDERSTANDING

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.
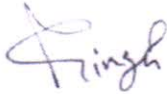
2. Both parties are committed to the principles of equal opportunity and agree not to discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, family status, disability, age, marital status, status with regard to public assistance, membership or activity in a local commission, genetic information, or any other characteristics protected by applicable law in the conduct of any programs or activities subject to this Memorandum.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 CLOUDS Laboratory, University of Melbourne, the initial liaison will be Prof. Rajkumar Buyya, Director, CLOUDS Laboratory, School of Computing and Information Systems, University of Melbourne, Australia. For GLA University, the initial liaison will be Prof. Dilip Kumar Sharma, Professor and Coordinator Postgraduate Programme, Department of Computer

Engineering & Applications, GLA University, 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 GLA University:

GLA University
Mathura-Delhi Road
Chaumuhan, Mathura
Uttar Pradesh 281406,
India

For CLOUDS Lab at University of Melbourne:

CLOUDS Laboratory
School of Computing and Information Systems
University of Melbourne
Parkville VIC 3052
Australia

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