



MEMORANDUM OF UNDERSTANDING
BETWEEN
VILLA COLLEGE, MALDIVES
AND
GALGOTIAS UNIVERSITY

VILLA COLLEGE bearing Company Registration Number: C-915/2009, a tertiary education and training institute duly incorporated in the Maldives and having its registered office at Villa Building, Ibrahim Hassan Didi Magu, Male', Maldives (hereinafter referred to as "VILLA COLLEGE" which term shall mean and include the said VILLA COLLEGE, its successor(s) in business and permitted assigns) of the ONE PART

AND

GALGOTIAS UNIVERSITY, a University established by the Galgotias University Uttar Pradesh Act, 2011, and having its registered office at Plot No. 2, Sector 17- A, Yamuna Expressway, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India - 203201 (hereinafter referred to as "GALGOTIAS UNIVERSITY" which term or expression as herein used shall where the context so requires or admit, mean and include the said GALGOTIAS UNIVERSITY, its successor(s) in business and permitted assigns) of the OTHER PART.

That Villa College and Galgotias University are hereinafter individually referred to as a "Party" individually and collectively as the "Parties".

NOW THEREFORE, Villa College and Galgotias University hereby agree to the following:

1. Scope of Collaboration

1. General Scope

Villa College and Galgotias University hereby agree and undertake that the cooperation and/or collaboration referred to in this Memorandum of Understanding (hereinafter referred to as "MoU") shall include but not limited to the following:

- a. Facilitate the exchange of academic information, materials, and publications between the Parties.
- b. Facilitate structured student, faculty and research staff exchange programmes that support global exposure, interdisciplinary learning for cross- cultural understanding. Activities may include semester-long exchanges, visiting lectureships, and virtual exchange initiatives, subject to agreed implementation plans.
- c. Collaborate on curriculum development, including sharing expertise and best practices to enhance educational programmes, joint course creation, and pedagogical innovation.
- d. Organise joint seminars, exchange programmes, workshops, conferences, and cultural activities to foster cross-cultural understanding and academic discourse.
- e. Share resources such as library materials, databases, and research facilities, when feasible and mutually agreed upon.
- f. Co-supervise Graduate research projects to, promote collaborative research, joint authorship of scholarly publications and academic development aligned with Galgotias University's institutional research priorities, and strengthen international mentorship and postgraduate research capacity
- g. Establish graduate mentorship programmes supporting dissertation-based innovation and entrepreneurship, leveraging both Parties' expertise and resources.
- h. Develop a five-year joint research and innovation roadmap, including strategies for joint patent filings, research commercialisation, and knowledge transfer.
- i. Incentivise high-impact research - GU faculty whose joint publications are accepted in Q1 journals (top 25% in global journal rankings) will be eligible for incentives
- j. Collaborate in preparing and submitting joint applications to competitive international research funding schemes (including Erasmus+ and other global calls). Each Party will

- explore the provision of seed funding to initiate and support early-stage collaborative research projects, with terms to be agreed in specific implementation agreements.
- k. Co-design incubation pathways for student and graduate innovators, supported by shared mentorship, access to facilities, and integration into international innovation networks. These pathways will aim to accelerate project development from concept to market readiness.
 - l. Explore possibilities for staff development programmes to enhance professional growth for both Parties.
 - m. Investigate opportunities for dual degree and joint degree arrangements.
 - n. Consider licensing undergraduate and postgraduate programmes of both parties to expand educational offerings.
 - o. Facilitate the progression of students and staff into postgraduate programmes of both Parties.
 - p. Ensure eligibility for students' mobility is subject to meeting entry requirements, module mapping, and standards as approved by both Parties.
 - q. Provide technical support to develop or enhance academic programmes, ensuring mutual benefit and growth.
 - r. All activities will be operationalised through specific agreements, ensuring resource and policy approval.
 - s. Any other collaborative activities arising hereof between the Parties shall be subject to further negotiations, and a separate written Agreement to be duly executed between Villa College and Galgotias University.

2. Duration, Termination, and Amendment

1. Duration

This MoU shall remain in force for FIVE (5) year(s) from the date first written of this MoU, which shall be subject to further review, at which both Parties shall by further discussion determine the terms and conditions of any extensions of duration of this MoU, which shall be made in writing by either Party to the other Party of the intention of the same not less than THREE (3) month(s) from the date of the expiry of this MoU.

2. Termination

- (i) Either Party may terminate this MoU at any time by providing three (3) month(s) prior written notice to the other Party.
- (ii) Each Party is obligated to make every effort to protect the interests of the students and staff from the other Party who have participated in any collaborative arrangements under this MOU, even after its expiry or early termination.

3. Amendment

No amendment of the terms of this MoU will be effective unless made in writing and signed by each Party's authorised signatory.

3. Financial Arrangements

- 1. It is envisaged that each financial activity that the parties wish to pursue in accordance with the purpose of this MOU will be governed by terms and conditions to be separately

negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

4. Governing Language

1. The English language version of this Agreement shall be the official and controlling documents for all purposes. In the event of any discrepancies between the English version and a translated version, the English version shall prevail.

5. Use of Names

1. Except in promoting the activities as per this MoU, neither Party may use the name, logo, trademark, brand or any derivative of the other Party in any form of advertising, promotion or publicity without prior express written permission/consent of the other Party. The Parties must seek permission from one another by submitting the proposed use, well in advance of any deadline which shall not be less than fourteen (14) working days, to the liaison officers designated in Clause 6 below.
2. The Parties will seek prior written approval from one another for the proposed use of marketing materials for promoting activities as per this MoU.

6. Notices

1. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice.

VILLA COLLEGE

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| Liaison Officer | : Fathimath Shifaza |
| Position | : Director |
| Address | : Policy and International Relations Villa College QI Campus Male' Maldives |
| Tel | : +960 3303258 |
| Email | : pin@villacollege.edu.mv |
| Website | : www.villacollege.edu.mv |

GALGOTIAS UNIVERSITY

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|------------------------|---|
| Liaison Officer | : Ms Diana Khor |
| Position | : Assistant Director - Centre for Internationalisation |
| Address | : Galgotias University, Plot No. 2, Sector 17A, Greater Noida, Uttar Pradesh 203201, India |
| Tel | : +65 9769 9084 |

Email : diana.khor@galgotiasuniversity.edu.in
Website : www.galgotiasuniversity.edu.in

7. Binding Obligations

1. This MoU is **NOT** intended to create any legally binding obligations on either institution but, rather, is intended to facilitate future discussions regarding general areas of cooperation.
2. Notwithstanding any Clause(s) / provision(s) to the contrary, Clauses 9, 10 and 16 of this MoU shall be legally binding and shall survive the expiry and/or early termination of this MoU.

8. Authorised Signatories

1. The individuals representing each Party signing this MoU have the authority to sign on its behalf in the capacity indicated.

9. Confidential Information

1. Villa College and Galgotias University undertake and agree to maintain in secrecy and confidence Confidential Information disclosed by the other Party and any information developed during the course of this MoU. The receiving Party shall not at any time disclose or communicate to any person including but not limited to its employees or consultants who are not actually working on this MoU unless such personnel are members of the management or “decision maker” within the receiving Party any of the Confidential Information and any information developed during the course of this MoU.
2. In this MoU, Confidential Information shall mean technical, financial and/or commercial information relating to a Party’s businesses, modules, facilities, products, techniques, solutions, or processes which is proprietary to a Party, or to its affiliated companies, disclosed or made available to one Party to by the other Party in any form whatsoever (including written or verbal disclosure, demonstration, sample, computer program, document or diagram) and this whether or not marked as Confidential. Furthermore, Confidential Information includes this MoU, such information that has been made available to either Party by third parties under an obligation of confidentiality.
3. The receiving Party shall accord such Confidential Information and any such information developed in the course of this MoU the same degree of care in its safeguarding as the receiving Party affords to its most valuable trade secrets and confidential information.
4. The receiving Party undertakes and agrees to maintain the obligation of confidentiality under this MoU for a period of five (5) years following the termination or expiry of this MoU, except for information which the disclosing Party identifies in writing as information that must remain confidential for a longer period.
5. The obligations of confidentiality contained herein shall not apply if the Confidential Information and the information developed in the course of this MoU:

- a. is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this MoU by the receiving Party; or
 - b. was known to the receiving Party before its receipt from the disclosing Party and which can be evidenced to the reasonable satisfaction of the disclosing Party; or
 - c. is independently developed by the receiving Party without access to Confidential Information of the disclosing Party as evidenced by written proof; or
 - d. is lawfully disclosed to the receiving Party by a third Party not in violation of any obligation of confidentiality to the disclosing Party, and is not traceable to a breach of this MoU; or
 - e. is required to be disclosed by law or final mandatory order of a court or other competent authority to which the receiving Party is subject.
6. Notwithstanding any other provision of this MoU, the receiving Party shall be fully responsible to the disclosing Party for any claim, loss, damage or liability resulting to the disclosing Party due to any improper or negligent or willful disclosure of the Confidential Information and the information developed in the course of this MoU by the receiving Party or by any of the receiving Party authorised personnel stated herein.
7. Villa College and Galgotias University shall ensure that their respective representatives, employees and staff who participate in this MoU shall comply with the obligations of confidentiality set out hereof as though they were Parties to this MoU and Villa College and Galgotias University shall ensure that where any of the aforementioned representatives, employees and staff cease to be employed by that Party, they shall continue to be bound by such obligations of confidentiality.
8. As necessary, prior to the transfer of any information, Villa College and Galgotias University may agree on further measures that may be required to protect the information.
9. Upon termination or expiration of this MoU, Villa College and Galgotias University agree to use their best efforts to locate and return or verify the destruction of all existing Confidential Information (including tangible products or materials) received from the other Party pursuant to this MoU, if requested to do so in writing by the disclosing Party; provided, however, each Party may retain a copy of each document containing Confidential Information of the other Party for archival purposes. The confidentiality obligations set out hereof shall continue for a period of five (5) years following the expiration or termination of this MoU, except for information which the disclosing Party identifies in writing as information that must remain confidential for a longer period.
10. Each Party may publish or advertise the existence and nature of activity under this MoU, provided that a Party does not indicate in writing that a specific matter should remain confidential.

10. Intellectual Property Rights

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1. 10.1 Villa College hereby agrees and acknowledge that all Intellectual Property Rights and any exclusive use of Galgotias University's logo and/or trademark shall belong absolutely and exclusively to Galgotias University, unless otherwise granted in writing for the non-exclusive use of the same to Villa College; this clause does not grant any license for Villa College in respect of the same.

- 10.2 The Parties hereby agree that each shall ensure and instruct that individuals working on this MoU and/or their representatives and/or staff to maintain adequate and secure records either electronically or in books of all information or document for the purpose of establishing the information or document and dates of the receipt of the same; and will furnish the other Party promptly with complete information in respect thereof.
- 10.3 The Parties hereby agree and undertake that the Parties shall not publish, reproduce, grant, assign, change, alter and/or modify any information or document furnished and/or exchanged between the Parties and shall take all reasonable steps necessary to protect the interests of both Parties therein.
- 10.4 The Parties agrees that neither shall initiate or file any legal proceedings pertaining to infringement of intellectual property in relation to any project undertaken pursuant to this MoU without first engaging in bona fide discussions with the other Party to reach an amicable agreement as stipulated under Clause 12 of this MoU. Notwithstanding the foregoing, nothing in this clause shall prevent either Party from seeking urgent interim or injunctive relief where necessary to prevent irreparable harm, unauthorized disclosure or ongoing infringement of its intellectual property.
3. 10.5 Any unauthorized use, reproduction, distribution or modification of Galgotias University's intellectual property shall constitute a material breach of this MoU. In such cases Galgotias University shall be entitled, without prejudice to its other rights, to seek immediate injunctive and equitable relief, or any other remedy under applicable Indian laws before the competent courts in India, particularly when urgent action is required to prevent continued harm or misuse.

12. Force Majeure

1. "Force Majeure" means any circumstances beyond the reasonable control of either Party including but not limited to any governmental action, pandemic, strike, lock out or other form of industrial action.
2. If any Party is affected by Force Majeure which affects or may affect the performance of any of its obligations under this MoU, it shall notify the other Party of its nature and extent.
3. No Party shall be deemed to be in breach of this MoU, or otherwise be liable to the other Party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.
4. If the performance by any Party of any of its obligations under this MoU is affected by Force Majeure for a continuous period in excess of six (6) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

13. Dispute Resolution

1. Should a dispute arise between the Parties in connection with the validity, interpretation and/or the implementation of this MoU, one Party shall notify the reasons to the other

Party by registered mail. The Parties shall try to promptly reach in good faith an amicable settlement for such dispute, within thirty (30) days after the above notification.

14. Governing Laws

- 13.1 This MoU shall be governed by the laws of India and courts of Gautam Budh Nagar shall have jurisdiction over any and / or all matters / disputes / differences arising out of the present MoU.

15. Electronic Mail Transmissions

1. For purposes of this MoU, and electronic mail (email) transmissions shall be deemed to be valid documents.

16. Severability

1. The Parties acknowledge that this MoU is reasonable, valid, and enforceable; however, if any part of this MoU is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this MoU will in no way be affected or invalidated as a result.
2. Where any provision in this MoU is found to be unenforceable, Villa College and Galgotias University will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

17. Representation and Warranty

1. The Parties represent and warrant that each is not in breach of any statute, regulation or bylaw applicable to the Parties, respectively, or its operations, and that it holds all permits, licenses, consents and authorities issued by any Government or Agency thereof which are necessary or desirable in connection with the rights and/or obligations and/or collaboration arising under this MoU.
2. The Parties represent and warrant that each is not a Party to or bound by any other agreement(s) or subject to any restriction(s) with any third party, particularly, but without limitation, in connection with any previous or other agreement(s), which may prevent either Party from entering into and performing its obligations under this MoU.
18. This MoU contains the entire agreement of the Parties relating to the subject matter of this MoU, and this MoU shall supersede any previous agreement(s) of the Parties, which shall include but not limited to any negotiations, promises or representations, whether verbal or written.
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19. Addenda may be appended to this document from time to time, which identify further activities, programmes or projects and their details of management. Such addenda require the signatures of both the signatories of this MoU in order to be implemented as part of this MoU.

20. Both Parties should implement this MoU under the principle of good faith. In the event that this MoU is translated into any other language(s), the Parties hereby agree and undertake that only the English version in respect of the same shall be legally valid and enforceable and recognised in law.

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IN WITNESS WHEREOF, the Parties after having read all of the above and as an express indication to honour and be bound in respect of the same hereby through their respective representatives sign this MoU on 19.12.2025.

for and on behalf of,  
**VILLA COLLEGE**  
**MALDIVES**



Associate Professor, Dr. Ali Najeeb  
Vice Rector  
Villa College, Maldives

for and on behalf of,  
**GALGOTIAS UNIVERSITY**  
**INDIA**



Dr. N K Gaur  
Registrar  
Galgotias University, India