

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made and entered into by and between:

Galgotias University, Greater Noida, India
and

Mapúa Malayan Colleges Mindanao, Philippines

.....
hereinafter referred to as the "Parties."

Preamble

The rate of internationalization is growing rapidly, with unhindered communication channels and inexpensive travel. Universities across the world are seeking to maximize these opportunities by forming global partnerships and fostering relationships with other institutions. With the increase in students choosing to study internationally and in cross-cultural settings, it is logical for universities to enhance internationalization and invite applicants from around the globe.

Aligned with the Government of India's National Education Policy, which advocates for academic collaboration between Indian and foreign higher educational institutions, this MoU aims to formalize a partnership to offer twinning, joint degree, dual-degree programs, and additional collaboration opportunities as outlined below in the scope of collaboration. Embracing global collaboration is key to shaping the future.

Objectives

The main objective of this international collaboration is to foster the exchange of faculty and students, and to facilitate joint academic, research, innovation, and technology development programs on mutually agreed terms and within the prevailing norms and regulations of the respective parties and their countries.

Scope of Collaboration

The Parties agree to collaborate in the following areas:

1. Exchange of Information

- Exchange of information on research and educational programs.
- Exchange of teaching, learning materials, and other relevant literature.

2. Joint Programs

- Joint organization of short-term continuing education programs.
- Recognition of each other's certificate/diploma/degree programs and credit transfer systems.

3. Seminars, Conferences, and Workshops

- Joint organization of seminars, conferences, or workshops on topics of mutual interest.
- Participation of each other's faculty in these events.

4. Research and Training Programs

- Undertaking joint research or training programs sponsored by funding agencies.
- Reciprocal exchange of faculty and students for education and research purposes.

5. Course Development

- Development of joint courses and diploma/degree programs leveraging the strengths of both parties.

6. Library and Learning Resources

- Sharing of library and learning resources.

7. Intellectual Property

- Sharing intellectual property rights proportionate to each party's contributions.
- Joint publication of research and academic work, acknowledging contributions from both parties.

Specific Terms and Financial Matters

The detailed terms and conditions guiding each activity, if required, will be separately agreed upon by the two institutions through implementing agreements for each activity. These terms shall include a description of the proposed activity and financial arrangements.

Applicable Laws

The applicable statutes, regulations, directives, and procedures of the Parties and their respective countries shall govern the activities under this MoU and all related documents and actions. Unless required by law, all work undertaken by both Parties shall adhere to their respective policies and procedures.

Confidentiality

All confidential information shared between the Parties during and after the MoU period shall remain the exclusive property of the disclosing party and will not be disclosed to any third party without the express permission of the owning party. Confidential information includes, but is not limited to, marketing collaterals, client information, methodology details, course curriculum, reports, novel techniques, and know-how not already in the public domain.

Intellectual Property Rights

All rights pertaining to any intellectual property generated during the joint project will be the joint property of both Parties. Terms and conditions regarding the transfer, assignment, or sale of these rights shall be governed by a separate written agreement, if required. Each Party will ensure appropriate protection of intellectual property rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules, and regulations, and international agreements to which both parties are committed.

Amendment and Modification

This MoU may be amended or modified only by written mutual agreement of the Parties.

Effective Date and Duration

This MoU will take effect from the date it is signed by representatives of the two institutions and will remain in effect for five years unless superseded, rescinded, or modified by mutual consent in writing. The MoU shall terminate on the expiry of this period unless extended by both Parties.

Termination

Either institution may terminate this MoU by giving written notice to the other institution six months in advance. Once terminated, neither Party will be responsible for any losses, financial or otherwise, that the other institution may suffer. However, the Parties shall ensure that all ongoing activities are allowed to complete successfully.

Dispute Resolution

Should there be a dispute relating to any aspect of the academic collaboration, the Vice-Chancellor of Galgotias University and the EVP/COO of Mapúa Malayan Colleges Minandao shall resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

Signatures

This MoU is signed by the representatives of the two Parties on the BSNCC at Bangkok (Thailand).

Signed by:



Galgotias University, Greater Noida, India



Date:

19/06/2024

Mapúa Malayan Colleges Mindanao,
Philippines



Engr. Alejandro H. Ballado, Jr.
EVP/COO

Date: Jun 19, 2024