GLA UNIVERSITY MATHURA
Accredited with A Grade by NAAC
12-B Status from UGC

TAYLOR'S UNIVERSITY
Wisdom · Integrity · Excellence

MEMORANDUM OF UNDERSTANDING
BETWEEN

GLA University, Mathura, India

AND

Taylor's University, Malaysia

This Memorandum of Understanding (MoU) is being signed on the ..09/02..... year 2022 (effective date) between

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").

And

TAYLOR'S UNIVERSITY, an institution of higher learning wholly owned by Taylor's University Sdn. Bhd. (198601000495 /149634-D), established under the Private Higher Educational Institutions Act 555, which for the purpose of this Agreement is represented by the School of Pharmacy with its main campus at No 1, Jalan Taylor's, 47500 Subang Jaya, Selangor, Malaysia (hereinafter referred to as "Taylor's University")

Both parties are referred to singularly as "**the Party**" " Taylor's University" or GLA University" and collectively as "**the Parties**" "Universities", as the context may require.

RECITAL

WHEREAS GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

WHEREAS Taylor's University has provided their students with a global-standard education experience through our well-equipped campus, up-to-date facilities, strong industry linkages and partnerships with leading universities worldwide. Students can enroll in foundation, diploma, degree, postgraduate and professional programmes encompassing various fields, such as American Degree Transfer Program, Architecture, Biomedical Science, Biotechnology, Business, Communication, Computing & IT, Design, Education, Engineering, Food Science with Nutrition, Hospitality, Tourism & Culinary Arts, Law, Medicine, Pharmacy, Psychology, and Quantity Surveying.

Both Parties agree to cooperate in education and research in areas of mutual interest, as follows:

Ashok Kumar Singh
Registrar
GLA University
1, Stone, NH-2, Mathura-Delhi Road
Mathura (U.P.) INDIA

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1. OBJECTIVES

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programmes, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to:

1. Joint research activities and lectures.
2. Exchange of faculty, students and research scholars.
3. Participation in seminars and academic meetings.
4. Exchange of published academic materials
5. Jointly organize Workshops, Seminars, Continuing Education and Training programmes and similar Academic Programmes for Practicing Professionals, Faculty Members, Research Scholars and students of both the parties.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

2. ROLES & RESPONSIBILITIES OF EACH PARTY

1) Taylor's University and GLAU shall, where possible, work towards collaboration to share their respective important infrastructure facilities with the view to promote joint academic and research interaction in the areas of cooperation.
2) Taylor's University and GLAU will be sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section of both the Universities.

3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it. Ownership of any intellectual property (including but not limited to

...tok Kumar Singh
Registrar
GLA University
Stone, NH-2, Mathura-Delhi Road

confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

b. Confidential information includes information:

1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.

d. The Receiving Party will use the confidential information only for the above mentioned purpose.

e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:

i. Was known to Receiving Party prior to disclosure by Disclosing Party,
ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
iv. Is disclosed by disclosing Party to a third party without a duty of confidentiality on the third party.
v. Is required by law or decree.

g. The confidential information shall remain the sole property of the Disclosing Party.

h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

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Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

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7. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

8. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

9. SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

Both parties also acknowledge the existence of certain legal constraints and policy directives of the Malysia as well as those of the government of India.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of Five (5) years from the Effective Date (hereafter referred to as "Term") and is subject to extensions by mutual consent of the parties in writing. Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon. Either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination. Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU.

For the **Taylor's University, Malaysia:**
Name: Professor P T Thomas
Designation: Executive Dean, Faculty of Health and Medical Sciences
Email ID: paraidathathu.thomas@taylors.edu.my
Contact Number: +60 163710202

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
Mathura (U.P.) INDIA

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For the **GLA University, India:**
Name: Prof. Dilip Kumar Sharma
Designation: Dean International Relations & Academic Collaboration
Email ID: Dilip.sharma@gla.ac.in
Contact Number: +91 9927031755

13. FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

(a) The occurrence of any such event of force majeure; and
(b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

14.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.
14.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.
14.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLAU and Taylor's University.

15. ANTI BRIBERY

Each Party represents and warrants that it shall neither take nor refrain from taking any action that could result in liability for the other Party under any anti-corruption or anti-bribery laws and regulations in the Party's respective jurisdiction including any other anti-bribery or anti-corruption law or treaty applicable to either Party or, if applicable, its Affiliates. Each Party has and shall maintain in place throughout the Term policies and procedures to confirm compliance with applicable Laws of their respective jurisdictions relating to anti-bribery and anti-corruption. Each Party shall promptly report to the other Party any request received by such Party for any undue financial or other advantage of any kind in connection with the performance of this Agreement. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable Laws of their respective jurisdictions in connection with this Agreement.

Without prejudice to any other express remedies referred to elsewhere in this Agreement or any rights or remedies available at law or in equity, either Party shall have the right to take whatever action it deems appropriate including the right to terminate this Agreement with immediate effect if,

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[illegible], NH-2, Mathura-Delhi Road

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acting reasonably, it deems such termination necessary to avoid damage to its reputation or to avoid criminal or other sanctions by the relevant authorities and shall not be liable to pay any compensation to the Party for any loss or damage howsoever arising as a result of the termination under this Clause.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of
GLA University, Mathura, India

Mr. Ashok Kumar Singh
Registrar

Ashok Kumar Singh
Registrar
GLA University
NH-2, Mathura-Delhi Road
Mathura (U.P.) INDIA

Date:- 05/02/23

For and on behalf of
Taylor's University, Malaysia

Professor Michael Driscoll
Vice-Chancellor and President
Taylor's University

Date:- 05/02/2023

Witness:

Prof. Dilip Kumar Sharma
Dean
International Relations and
Academic Collaboration
GLA University

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

Witness:

Professor P T Thomas
Executive Dean
Faculty of Health and Medical Sciences
Taylor's University

TAYLOR'S UNIVERSITY SDN. BHD.
Co. Reg. No. 198601000495 (149634-D)
No. 1, Jalan Taylor's
47500 Subang Jaya
Selangor Darul Ehsan
Tel : +603-5629 5000
Fax: +603-5629 5001