



MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC COOPERATION

Between

VISHWAKARMA INSTITUTES AND UNIVERSITY, PUNE, RUN BY BANSILAL RAMNATH AGARWAL CHARITABLE TRUST, PUNE, HAVING IT'S OFFICE AT 7TH FLOOR, SUYOG CENTER, MARKETYARD, PUNE - 411037 (INDIA)

AND

UNIVERSIDAD MARIA AUXILIADORA S.A.C., REPRESENTED BY ITS GENERAL MANAGER GLADYS IVONNE MORAN PAREDES, LOCATED IN AVENIDA CANTO BELLO 431 SAN JUAN DE LURIGANCHO LIMA PERÚ

WHEREAS, both parties are higher education institutions with full legal capacity to establish commitments, and whose mission includes providing quality learning opportunities for their students and communities, as well as promoting academic research;

WHEREAS, both parties consider the promotion and support of teaching, research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS, both institutions consider that increasing opportunities for international cooperation and exchange increases cultural understanding and appreciation;

NOW, THEREFORE, VISHWAKARMA INSTITUTES, Pune, Maharashtra, India (hereafter use VI) on behalf of its Board of Management and, UNIVERSIDAD MARIA AUXILIADORA S.A.C., Lima, Peru (hereafter UMA); agree to promote mutual cooperation in education, scientific research and outreach, according to following clauses;

This Memorandum of Understanding shall be applicable to –

1. Vishwakarma Institute of Technology,
2. Vishwakarma Institute of Information Technology,
3. Vishwakarma University,
4. Vishwakarma College of Arts, Commerce and Science



UMA Universidad
María Auxiliadora

And any other Institute run by the Bansilal Ramnath Agarwal Charitable Trust, Pune now or in future.

FIRST: This general agreement is to develop and carry out joint collaborative activities of mutual interest of the institutions.

SECOND: Both parties are agreeing to pursue the following forms of cooperation, within areas that are mutually acceptable:

- a) Study tours to VI and vice versa to UMA
- b) Exchange of postgraduate / graduate /undergraduate students
- c) Joint Degree Programs
- d) Summer School Programs
- e) Exchange of Academic personnel / faculty
- f) Cooperative research and development activities
- g) Cooperative design of courses, conferences, symposia, short courses or academic programs
- h) Joint research activities
- i) Exchange of academic or scientific material and publications of common interest; and / or
- j) Any other mutually agreed activity that would benefit both parties

THIRD: All proposed projects, programs or work agreements including anything contemplated under a) through i) above, arising from this General Agreement, will be implemented as "Specific Agreements" of collaboration after they have been agreed upon and duly authorized by the official representatives of VI and UMA.

FOURTH: The parties agree to define and manage questions related to intellectual property such as ownership of industrial rights, patents, certificate of innovation, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

FIFTH: All cooperative activities associated with academic courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of academic course and programs. This inter-institutional General Agreement does not imply the extension of accreditation from one institution to the other.

SIXTH: Any student, academic personnel, faculty or scholar exchanges associated with this General Agreement must comply with all the legal administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institution, the specific



requirements for the visits, as well as the financial implications for each institution must be approved in the writing by duly authorized personnel at each institution. The above reference exchanges must be established through separate Specific Agreement.

SEVENTH: Each party will designate its own personnel to administer the activities associated with this General Agreement. The personnel designated by each party to implement activities that arise from this agreement must hold current employment with the institution and will be solely responsible to the institution to which it is employed.

EIGHTH: The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.

NINTH: Any research generated in conjunction herewith (as further described on a Specific Agreement) shall be subject to unrestricted publications or dissemination, provided that such publication or dissemination will not compromise patent rights or inadvertently divulge proprietary information. Any pre-publication or dissemination review shall be limited to consideration of such patent rights and proprietary information concerns and shall be concluded within a period not to exceed thirty (30) days.

TENTH: The parties agree to comply with data protection legislation in their home countries.

ELEVENTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of three years from its effective date. It will be automatically extended by periods of two years unless either party informs the other party in writing three months before expiry that does not seek an extension. The agreement may be amended at any time by a written agreement signed by authorized representatives of both parties.

TWELFTH: This General Agreement may be terminated by either party upon three (3) months prior written notice to the other party; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

THIRTEENTH: Disputes related to the interpretation or compliance with this agreement shall be resolved, in the first instance, through dialogue and conciliation. When a mutually agreed solution cannot be found, dispute arising out of this Memorandum of Understanding shall be subject to the laws of India. In case of any dispute arises between the parties regarding this Memorandum of Understanding, the Pune Courts shall have exclusive jurisdiction to the same.



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By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of its clauses and agree to carry out the actions necessary to implement it.

Contents of this agreement are subject to approval of the 'the General Council' of the Institutions, if that's the case.

Signed

On Behalf of
VISHWAKARMA INSTITUTES AND UNIVERSITY
Pune, Maharashtra, India

On Behalf of
UNIVERSIDAD MARIA AUXILIADORA S.A.C.
Lima, Peru

Mr. Bharat Agarwal
President
Vishwakarma Institutes & University

Dr. Gladys Ivonne Moran Paredes
General Manager and Founding partner
Universidad Maria Auxiliadora S.A.C.

Witness:

Dr. Devika Verma
Chief International Relations Officer
Vishwakarma Institutes & University
Date: 23-01-2024

Witness:

GREGORIO OSWALDO MORAN MARQUEZ

Mr. Gregorio Oswaldo Moran Marquez
Founding partner
Universidad Maria Auxiliadora SAC
Date: