

MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COOPERATION

Between

**BML MUNJAL UNIVERSITY, HAVING ITS CAMPUS AT 67KM STONE, NH8, SIDHRAWALI,
GURUGRAM, HARYANA 122413, 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, BML Munjal University, Gurugram, Haryana India (hereafter referred to as BMU) through its Authorised Representatives, Vice Chancellor of BMU and Dean, School of Management, BMU 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 MOU shall be applicable to –

1. School of Management, BMU
2. BML Munjal University

And any other Institute run by the Hero Group, India 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 BMU and vice versa to UMA
- b) Exchange of students from each institution for student exchange programs (min of one week to maximum of 1 year duration).
- c) Exchange of academic professionals for teaching, research or both.

- d) Cooperative design of courses, conferences, symposia, research colloquium, faculty development programs
- e) Joint research activities for PhD program and educational projects
- f) Exchange of academic or scientific material and publications of common interest; and / or
- g) Cultural immersion courses/activities
- h) 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 BMU 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. Ownership of IP Rights shall be that of the party which owns the same and usage of the same by the other party shall be subject to written approval of the owner of the IP Rights.

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, which shall form part of the present Agreement by way of an Addendum.

SEVENTH: The host institution will facilitate the arrangement of lodging for visiting students and faculty. Each participant shall be responsible for their own tuition fees, travel expenses including visa etc, health insurance, and living expenses incurred during the exchange period, unless otherwise specified in a separate agreement or scholarship arrangement.

EIGHTH: 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. However, any act or omission of the employee done in his personal capacity shall not make liable the parties to such employee and there shall be no liability of the Universities for such acts and omissions on the part of the employee.

NINTH: 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.

TENTH: 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.

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

TWELFTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of five (5) years from its effective date. It will be automatically extended by periods of five (5) years unless either party informs the other party in writing three months before expiry that it does not seek an extension. The agreement may be amended at any time by a written agreement signed by authorized representatives of both parties and shall form part of the present Agreement by way of an Addendum.

THIRTEENTH: 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.

FOURTEENTH: Both parties have established a collaborative partnership and wish to promote this partnership by using each other's logos on their respective websites. Both parties grant each other a non-exclusive, non-transferable license to use their logos solely to showcase their collaborative partnership on each party's official website and for academic promotional activities.

FIFTEENTH: 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 MOU shall be subject to the laws of India. In case of any dispute arises between the parties regarding this MOU, the Haryana Courts shall have exclusive jurisdiction to the same.

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

BML MUNJAL UNIVERSITY



Dr. Shyam Menon

Vice Chancellor

Date: _____



Signed

On Behalf of

**UNIVERSIDAD MARIA AUXILIADORA
S.A.C. Lima, Peru**



Gladys Ivonne Morán Paredes

General Manager and Founding Partner

Date: April 5, 2024

**BML MUNJAL UNIVERSITY
SCHOOL OF MANAGEMENT**



Dr. Pratik Modi

Dean and Professor of Management

Date: 18 March 2024