

MEMORANDUM OF UNDERSTANDING

Between

Gitarattan International Business School (GIBS), INDIA

And

Nha Trang University, Khanh Hoa, VIETNAM

PREAMBLE

This MEMORANDUM OF UNDERSTANDING is entered into by and between *the Gitarattan International Business School (GIBS)*, PSP 2A & 2B, Madhuban Chawk, Rohini, Delhi, India, affiliated to Guru Gobind Singh Indraprastha University, New DELHI, India, and *Nha Trang University*, 02 Nguyen Dinh Chieu street, Nha Trang city, Khanh Hoa, Vietnam and are referred to collectively as "Parties" or individually as "Party". The parties agree to engage in cooperative programmes of education and research and to promote exchange among their faculty and students, in order to enhance the learning experience, and international understanding, on the basis of equality, mutual benefit and reciprocity; and thereof, the parties wish to define the broad terms and conditions under which they will engage in cooperative programmes.

1. Purpose/Objectives

The goal of this cooperation is to foster academic collaboration, provide opportunities for global experience and to facilitate advancement of knowledge on the basis of reciprocity, mutual benefits and frequent interactions. The parties agree to explore the possibilities of engaging in the following areas of collaboration

- (a) Exchange of faculty for limited periods of time for purposes of education, research, training, and consultancy.
- (b) Exchange of students for purposes of education, research, internship, and training.
- (c) Joint organization of seminars, conferences, workshops and short-term continuing education programmes on topics of mutual interest.
- (d) Exchange of information on research, teaching, learning materials and other literature relevant to the parties.
- (e) Share expertise for research publications, educational training, summer courses, diplomas and development programs, and likewise.

2. Provisions for collaboration

2.1 Faculty-related collaboration

Both the parties to the MoU undertake to promote faculty-related collaboration for academic purposes.

- (a) There may be mobility of the faculty members from one party to the other for short duration on the terms and conditions agreeable to both parties.
- (b) The faculty under mobility may be engaged in teaching programmes, participate in seminars, participate in executive & joint programmes, carry out research work to promote academic interests of both the institutions during the exchange duration.
- (c) The request for exchange of faculty shall be duly forwarded by the interested party and to be agreed by the other party in the terms proposed by the intending party.

2.2 Student-related collaboration

Both the parties to the MoU undertake to promote student-related collaboration for academic purposes.

- (a) The host institution shall recognize the eligibility obtained by the candidate studying in home institution as per the norms of the country in which the home institution operates.
- (b) The student mobility programs shall be allowed for a very short period and to be completed within a semester.
- (c) The student/s may attend any seminar / conference/certificate course under mutual agreement between the parties. The cost should be borne by the student and the organizing party may provide local assistance, if asked for.
- (d) To attend any such activity, the registration fee of the students should be waived off by the organizing party on request of other party.

2.3 Institution-related collaboration

Both the parties to the MoU undertake to promote institution-related collaboration for academic purposes : The parties may mutually decide to undertake institutional-level collaborative activities such as joint conferences/ seminars/ workshops, extramural projects, or other similar activities.

3. Costs, Finances, Fees and Insurance

- (a) Each party will be responsible for its own costs related with the administration of the collaborations under this MoU.
- (b) For institution-related collaboration, each party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. The terms and conditions for each activity, including those concerning stipend, travel, and housing, etc, would be worked out between the parties.
- (c) For faculty-related collaborations, each party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. As a norm, the travelling cost shall be borne by the home institution, boarding and lodging cost shall be borne by the host institution and the stipend etc shall be worked out mutually by both the parties.

- (d) The terms and conditions for each exchange or assignment, including those concerning stipend, travel, and housing, etc. would be worked out between the parties.

4. General Provisions

- (a) Any specific joint projects with legally binding obligations will be set forth in separate written agreements.
- (b) Treatment of intellectual property rights developed through collaborations under this MoU will be determined between the parties through mutual consultation and separate written agreements on a case to case basis. In any case, the support of both the partnering institutions shall be duly acknowledged for all academic products having IPR value.
- (c) All activities conducted under this MoU will be in accordance with the applicable rules and regulations of the home and host institutions, and all applicable federal, state and local laws, rules and regulations of the concerned countries.

5. Confidentiality

Each party shall treat as confidential and shall not disclose to any person/organization the terms of this MoU or any information or materials supplied or made available in connection herewith without the other party provided, however the party may disclose such information as required by law of the land. The provision shall survive termination or expiration of this MoU.

6. Duration, Revision and Termination

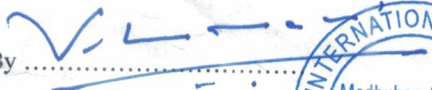
- (a) The MoU shall become effective on the date that it is signed by both parties and shall be valid for .05...years.
- (b) The MoU may be revised through the mutual agreement of both the institutions and the approval by the regulatory authority in the concerned country, wherever so required by the law.
- (c) This MoU may be terminated by either party at any time provided that the party who wishes to terminate gives written notice of its intention at least one month prior to the termination. However, ongoing collaborative activities of any kind shall be allowed to conclude irrespective of the termination of this MoU.

7. Obligations

- 7.1 Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
- 7.2 Both the parties shall abide by the extant rules of their affiliated Universities and other party should also respect those rules to follow during any joint activities through this MOU.

- 7.3 Both the parties shall make rules governing the use of respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration.
- 7.4 Both the parties shall make rules relating to entitlement, selection, procedures, etc., for intended beneficiaries of the respective institutions.
- 7.5 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference to any third Party.
- 7.6 This Memorandum of Understanding shall be governed by, construed and interpreted in accordance with the laws of India. The parties shall be subject to the exclusive jurisdiction of the Courts in Delhi or as settled during signing of the MoU between the parties.

The parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures

By  _____

NAME : Dr. Vikas Nath
 DESIGNATION: Director
 Gitarattan International Business School
 New Delhi, India

Date... 27/03/2023



By  _____

NAME : Assoc. Prof. (Dr.) Trang Si Trung
 DESIGNATION : Rector
 Nha Trang University
 Khanh Hoa, Vietnam

Date... 27/03/2023



Gitarattan International Business School
 New Delhi, India

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