

MEMORANDUM OF UNDERSTANDING

Between



**JOHN CARROLL UNIVERSITY (JCU),
UNIVERSITY HEIGHTS, OH USA**

And



**MAHATMA JYOTIBA PHULE
ROHILKHAND UNIVERSITY, BAREILLY,
INDIA**

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**JOHN CARROLL UNIVERSITY (JCU), UNIVERSITY HEIGHTS, OH
USA**

And

**MAHATMA JYOTIBA PHULE ROHILKHAND UNIVERSITY,
BAREILLY, INDIA**

John Carroll University (hereafter called “JCU”) and its representative, President Alan Miciak, and Mahatma Jyotiba Phule Rohilkhand University (hereafter called “MJPRU”) and its representative, Professor K. P Singh., Vice Chancellor, both with legal capability to accept agreements and to obligate themselves and the institution they represent, enter into this Memorandum of Understanding for Academic Collaboration (hereinafter “MOU”). The objective of this MOU is to establish the terms for academic collaboration between the parties to this agreement as summarized below.

This educational partnership articulates a non-credit Certificate “Global Business Culture and Entrepreneurship Program” (“GBCEP”) at MJPRU in collaboration with JCU. GBCEP, directed by Dr. Simran Kahai, plans to develop content specifically for MJPRU’s students. This content will be delivered using technology suitable for remote learning.

JCU and MJPRU agree to pursue the following in this MOU:

A. Academic Considerations:

1. MJPRU will offer Faculty and staff to facilitate recruiting of students to participate in the GBCEP offered at MJPRU.
2. JCU will design and offer the academic coursework provided for the GBCEP. JCU will collaborate with MJPRU to ensure that the academic coursework program and content meet any requirements of MJPRU or its governing or educational oversight bodies. JCU will pay for development of the program, and MJPRU will pay for execution and delivery of the program. The parties may mutually agree to any material alterations to the GBCEP and/or the arrangements regarding financial considerations and handling of expenses and income from the program. Tuition payments will be determined after the program development is completed.
3. MJPRU will certify that each student participating in GBCEP has successfully met academic requirements for participation in GBCEP.
4. MJPRU agrees to comply with all other governmental or educational compliance obligations related to GBCEP such as applicable disclosure requirements, admissions requirements, self-learning material obligations, grievance processes, audits and quality assurance requirements or similar requirements, as applicable to the GBCEP program.

5. Upon a student's completion of the program, JCU will provide MJPRU with an official certificate for each student and certify that each student has successfully completed GBCEP. The certificate will be an on-degree, Non-credit certificate that indicates the certificate is granted from MJPRU and JCU.
6. MJPRU shall be deemed as the main learning and testing center for the students participating in the collaboration.
7. Asim Siddique Memorial Degree College, a college chartered and accredited under the MJPRU system, shall be the learning and testing center for the students participating in the collaboration.
8. Any affiliated college of the MJPRU can be the learning and testing center subject to the mutual consent of MJPRU and JCU both.
9. JCU will retain ownership and intellectual property rights as to all academic content created for the GBCEP. MJPRU will have a royalty-free license from JCU to have access to and use the content developed by JCU in connection with this program during the term of this MOU.

B. Promotional Considerations:

1. JCU will provide MJPRU with general and program information, logos and signs of identification for use in the recruitment of students to the GBCEP.
2. The promotional materials for the program will be branded with MJPRU and JCU logos. MJPRU will provide to JCU a draft of all promotional materials and other uses of JCU's name, logo or trademarks for final approval to JCU, which includes any and all JCU-related information. Any use of JCU's name, logo, trademarks or materials in relation to GBCEP require prior approval from JCU.
3. MJPRU will create a special section on their website to advertise this educational partnership and specific programs of articulation, as long as such website use is consistent with applicable law and educational requirements applicable to each institution.

C. Other Considerations:

1. Revision or Termination:

This MOU is subject to revision by written mutual consent. Either party may terminate this joint program by providing the other party with sixty (60) days prior written notice. Either party may immediately terminate this MOU for breach of the MOU's obligations by the other party, in which case consideration will be made to accommodate students in the program through completion of the program. Unless revised or terminated, this agreement shall remain in effect and will be automatically renewed for additional one-year terms unless terminated prior to that date.

2. Compliance with Laws, Rules and Regulations.

JCU and MJPRU and all employees (including all faculty and staff) and agents acting on their behalf shall comply with all applicable laws in effect in the jurisdiction while visiting at JCU or MJPRU or engaged in any activities in relation to the GBCEP program or in relation to this MOU.

Each party will be responsible for any liability for the actions of that party and its employees or agents related to this MOU. The parties intend to cooperate in the determination and resolution of any legal requirements related to offering the program during the term of this MOU.

MJPRU has certified to JCU in writing (attached here to this MOU as **Exhibit A**) that

1) The GBCEP online non-degree and non-credit certification program offered with JCU as a foreign university does not require approval of India's University Grants Commission (UGC) or All India Council for Tech Education (AICTE); 2) that there is no requirement for prior governmental or other approval for non-credit certificate programs to be offered in online format; and 3) that the state government in India supports vocational courses via collaborative academic activities and MJPRU is authorized to initiate such non-credit certificate programs to its students. MJPRU certifies that upon execution of this MOU, it will provide a formal letter of intimation to the UGC as well as other relevant bodies regarding the GBCEP and meet all notification or approval requirements, if any, for this non-credit program to operate at MJPRU in collaboration with JCU.

3. Relationship of Parties

Nothing in this Memorandum of Understanding gives rise to a relationship of agency between the parties, or is intended to be relied upon to construe a joint venture, partnership or employment relationship between the parties.

4. Notices

Any notice to any party to this Memorandum of Understanding (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall be sent by certified mail and by electronic mail to the position and address set out below, or to such other position and address as is communicated by the other party as a substitute to the person/address below.

If to MJPRU:

Professor Krishna Pal Singh

Vice Chancellor MJPRU,

Pilibhit Bypass Rd, Bareilly, Uttar Pradesh 243006, India

With a copy to: Executive Council, MJPRU, Bareilly, UP, India

If to JCU:

President Alan Miciak

John Carroll

University 1 John

Carroll Blvd.

University Heights, Ohio USA

With a copy to:

General Counsel

John Carroll

University 1 John

Carroll Blvd.

University Heights, Ohio USA

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document in English will be signed.

JOHN CARROLL UNIVERSITY

MAHATMA JYOTIBA
PHULE ROHILKHAND
UNIVERSITY

BY:

BY:

Name

Name

Date

Date

Dr. Alan Miciak

Professor Krishna Pal Singh

President

Vice Chancellor

John Carroll University

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ROHILKHAND UNIVERSITY

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