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Memorandum of Understanding

between

AMITY UNIVERSITIES & INSTITUTIONS, a leading education group in India, with more than 120,000 students and over 100 linkages with universities, laboratories and research centres across the world.

and

UNIVERSITY OF OTTAWA, a postsecondary educational institution located in the City of Ottawa, Province of Ontario, Canada and incorporated pursuant to the *University of Ottawa Act, 1965, Statutes of Ontario 1965, chapter 137*.

PURPOSE

1. The purpose of this Memorandum of Understanding (MOU) is to establish each Party's intent to engage in discussions and exchange information with the other Party on mutual academic goals in teaching and in research and on areas of common interest in respect of (a) student mobility, (b) joint academic programs, (c) knowledge transfer and (d) research collaborations, as more particularly described below:

a) Student mobility – activities may include:

- exchange of undergraduate and graduate students
- visiting students program
- summer school
- study-abroad programs
- language training
- internships

b) Joint programs – activities may include:

- collaborative training of undergraduate and graduate students through joint academic programs (including dual-degree programs)
- co-supervision of doctoral theses (cotutelle)

c) Knowledge transfer – activities may include:

- exchange of publications and other academic materials
- exchange of faculty members for teaching

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- conferences, workshops and seminars.

d) Research collaborations – activities may include:

- exchange of faculty members, graduate students and postdoctoral fellows
- development of joint research projects and programs
- collaborative scholarly publications.

2. This MOU is intended solely as a basis for further discussion between the Parties and is not intended to be and does not constitute a legally binding obligation of the Parties to act on or assume responsibility for any one or more of the matters identified in Clause 1 of this MOU.

DURATION AND TERMINATION

3. This MOU takes effect on the last date of the signature of both Parties and it will remain in effect for a period of five (5) years. At any time prior to the expiry of the duration of this MOU,
- a) either Party may terminate this MOU for any reason by giving the other three (3) months written notice of termination in accordance with Clause 4 (b); or
 - b) the Parties may agree to extend the period of duration of this MOU by written amendment in accordance with Clause 4 (g).

GENERAL TERMS AND CONDITIONS

4. The Parties agree to discuss and exchange information with the other on the following terms and conditions:

- a) **Representative of Each Party:** The representative of each Party whose responsibility is to facilitate and coordinate the discussions, the exchange of information and to send and/or receive any communication or notice pursuant to this MOU is as follows, or as otherwise specified by the relevant Party by notice in writing to each other Party:

- i. For the University of Ottawa: International Office, 550 Cumberland Street, Tabaret Hall M3B6, Ottawa, ON K1N 6N5, Canada. Telephone: +1-613-562-5847, Fax: +1-613-562-5100, uoind@uOttawa.ca, Attention: Manager and Senior Advisor

- ii. For Amity Universities & Institutions: Prof. (Dr.) Gurinder Singh, Group Additional Vice-Chancellor, Amity University, Sector 125, Noida, U.P. 201313, Tel: Direct: +91-120-4392044, Email: gsingh@amity.edu.

- b) **Method of Communication:** The manner of written communication pursuant to this MOU will take place by email or by fax between the Parties' representatives and communication sent by such means is deemed to have been received within the normal business hours of the receiving Party. A Party sending a notice of termination, as referred to in Clause 3 of this MOU, may send it by email to the other and must deliver the original notice of termination in person, where feasible, or send by mail with tracking and recorded delivery and in such

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case, the notice of termination is deemed to have been received on the date it is so delivered.

- c) **Confidentiality:** The Parties agree to keep confidential at all times any information or data they exchange, acquire or share in connection with the other Party or with matters referred to in Clause 1 of this MOU, save where the data or information is already in the public domain or where disclosure is required by applicable laws or where disclosure to a Party's employees, director, advisors, legal counsel, experts and consultants or other professional advisors who have a need to know in contemplation or preparation of a Definitive Agreement as defined in Clause 4 (f).

Amity University acknowledges that the University of Ottawa is subject to the Ontario *Freedom of Information and Protection of Privacy Act* (FIPPA) and may therefore be required to release information pertaining to this MOU which is the subject of a formal request under FIPPA and which is not exempt from disclosure under the provisions of FIPPA. The University will treat such request and the Amity University in accordance with FIPPA.

The Amity University agrees that the University of Ottawa may publish a copy of this MOU on the University of Ottawa's website after this MOU is signed by the parties. The Amity University also agrees that the University of Ottawa may publish a copy of a Definitive Agreement as defined in Clause 4 (f) on the University of Ottawa's website after the Definitive Agreement is signed by the parties."

- d) **Non-exclusive:** The agreement to discuss and exchange information as referred to in Clause 1 of this MOU is non-exclusive. Subject to the confidentiality obligations set out in this MOU, each Party is free to enter into discussions, exchanges of information, separate agreements or arrangements with other third parties without reference to this MOU.

- e) **Costs:** The Parties acknowledge that, in the absence of a specific written agreement between the Parties to the contrary, each Party must cover its own costs and expenses associated with discussions and exchange of information and with any other activity conducted pursuant to this MOU, including its own costs and expenses in travel, accommodation, out-of-pocket expenses and any other incidentals. The discussions, exchanges of information and feasibility in entering into a Definitive Agreement as defined in Clause 4 (f) of this MOU are always subject to the availability of each Party's financial and other resources.

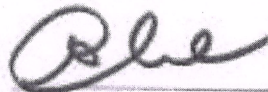
- f) **Definitive Agreements:** No legally binding obligations on the Parties with respect to matters identified in Clause 1 of this MOU will be created, implied, or inferred until appropriate written agreement(s) in final form are executed containing provisions to describe their respective roles and responsibilities and all other essential terms and conditions signed by both Parties (referred to as "Definitive Agreement"). Without limiting the general interpretation of the previous sentence, the Parties agree that,

- i) Until one or more Definitive Agreement is signed by the Parties, no agreement binding on the Parties shall exist and that this MOU does not commit either Party in respect of the matters referred to in Clause 1 of this MOU.
 - ii) No statement, consent, waiver, acceptance, approval or anything else said or done by either Party during discussions or exchanges of information shall be binding on the Parties, except when and only to the extent expressly confirmed in a Definitive Agreement signed by the Parties.
- g) **Use of Other Party's Name and/or Logo:** The Parties agree that, prior to the use of the other's corporate name and/or logo, symbol or emblem, the Party shall have previously obtained the written approval of the other Party for such use in a Party's publications, advertisements, announcements, web site and in any other material. The manner and circumstances of such use shall be approved by the appropriate authority of each Party in advance of the use and shall be in accordance with the Party's policies concerning the use of its name, trade-marks and symbols and logos.
- h) **No Authority to Bind:** Each Party is a separate legal entity independent of the other and neither Party has the authority to bind the other or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing by the other. The Parties shall not have, and they shall not hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or binding upon the other. Unless provided for under this MOU, neither Party, their members, directors, officers, employees, agents and other legal representatives are to be construed as having any employment or agent relationship with the other or otherwise.
- i) **Disputes:** If a problem or dispute arises between the Parties about this MOU, they will first try to resolve the dispute between themselves and will do their utmost to settle the problem or dispute within a reasonable period of time by direct negotiation. If the problem or dispute is not resolved, the Parties may consider appointing a third party, provided both Parties agree to such third party, who will attempt to resolve the dispute within a reasonable period of time. An estimate of expenses and costs associated with appointing a third party to resolve the dispute shall be determined in advance and shall be shared equally by the Parties. The Parties recognize that it is impossible to determine appropriate time lines for the resolution of a dispute and when using the expression "reasonable period of time", the Parties agree that such an expression shall be interpreted in light of the nature and complexity of the dispute.
- j) **Amendments:** This MOU may be modified by written amendment signed by the Parties.
- k) **Counterparts:** This MOU may be signed in several counterparts, or may be signed on any number of signature pages, each of which is deemed to be an original, and such counterpart signature pages together have the same effect and validity as if all parties signed on the same page.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed in 2 copies in English with each of the copies being equally authentic, signed by their duly authorized representatives.

For and on behalf of
Amity Universities & Institutions

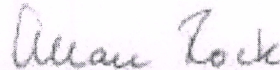
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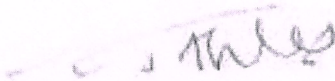
Dr. Aseem Chaudhan
Chancellor

For and on behalf of
University of Ottawa

Date: MAY 16 2016




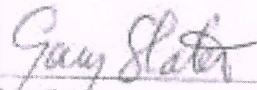
Mr. Allan Rock
President and Vice-Chancellor



Prof. Dr. Gurinder Singh
Group Addl. Vice Chancellor



 Mrs. Diane Davidson
Vice-President, Governance



Mr. Gary Slater
Associate Vice-President, Student Affairs

**Memorandum of Understanding to promote cooperation and exchange between
Amity Universities & Institutions and the City of Ottawa, Canada**

The City of Ottawa, Canada and Amity Universities & Institutions with Head Office in Noida are hereinafter jointly referred to as the "Parties".

A. Purpose of the Agreement

Recognizing a mutual desire to further enhance and strengthen Ottawa - Amity Universities & Institutions relations and to encourage ongoing dialogue and cooperation, the Parties hereby agree to enter into this Memorandum of Understanding (MOU) that provides a framework for the pursuit of these common goals.

B. Background

Amity Universities & Institutions are leading education group having presence in India & abroad, with more than 120,000 students and over 100 linkages with universities, laboratories and research centres across the world.

The City of Ottawa, through its Economic Development and Innovation Department, delivers programs for the purposes of making Ottawa - Canada's capital city - a premiere destination to invest, work and live. Through these programs, the City of Ottawa aims to attract prospective investments to either locate or expand operations in Ottawa for the purposes of assisting in the growth of Ottawa's key economic sectors.

C. Subject of the Agreement

The City of Ottawa agrees to:

- a. Support the staff and representatives of Amity Universities & Institutions when they visit Ottawa on exploratory visits by providing them with use of office space;
- b. Introduce Amity Universities & Institutions staff and representatives to Canadian municipal, provincial and federal government officials as required;
- c. Introduce the staff and representatives of Amity Universities & Institutions to members of Ottawa's business community as required;
- d. Introduce staff and representatives of Amity Universities & Institutions to Ottawa academic institutions as required; and
- e. Promote the presence of Amity Universities & Institutions in Ottawa.

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Amity Universities & Institutions agrees to the following:

- a. Explore options of establishing its operations in Ottawa for the purpose of delivering educational programs; and
- b. Engage with Ottawa based post-secondary institutions to explore joint collaboration around continuing education, research and executive development programs;

Both parties agree to explore the following general forms of cooperation:

- a. Conducting joint educational, training and/or research activities;
- b. Exchanging information in fields of interest to both parties; and
- c. Establishing an exchange program that would allow Amity Universities & Institutions' students to study in Ottawa, Canada, during their degree.

Before proceeding with any such activities, the parties shall discuss whether it is advisable to enter into a Specific Agreement that includes additional terms and conditions regarding costs, intellectual property, liability, and other matters as the circumstances may require.

D. Obligations of the Parties

To implement the MOU the parties commit themselves to provide necessary conditions:

- a. Both sides will maintain ongoing communication and circulate essential information in a timely manner;
- b. Both parties agree that all financial agreements necessary to implement this MOU must be negotiated and will depend upon the availability of funds. Neither institution shall have any financial obligation to the other institution based on this Agreement; and
- c. Realization of separate concrete projects within the frames of the MOU will be stipulated in separate, Specific Agreements.

E. Term and Order of Action

- a. This MOU will become effective upon the date of signature by the representatives of the institutions and, if applicable, approval by appropriate authorities in their respective countries;
- b. The MOU will be in force for two (2) years and may be renewed upon written agreement of both the parties for subsequent terms. Either party wishing to make changes or terminate the MOU shall notify the other partner in writing

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of such intentions no later than six (6) months before the suggested changes should go into effect; and

- c. Each party reserves the right to unilaterally terminate the MOU should the other partner fail to fulfill its responsibilities as stated herein.

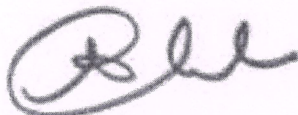
F. Responsibilities of the Parties

- a. Each party acts on its own behalf in all relations with a third party. Neither party will be responsible for any outside commitments of the other party; and
- b. The parties shall remain independent of one another and nothing herein shall be construed or interpreted, by implication or otherwise, to form a partnership, agency, joint venture or other formal business association

G. Signatures

The parties hereby appoint Prof (Dr) Gurinder Singh, Amity Group Additional Vice Chancellor of Amity Universities and the Department of Economic Development and Innovation of the City of Ottawa, respectively, to be the organizations responsible for regular communication between the parties and coordinating the implementation of this Memorandum of Understanding.

This Memorandum of Understanding is signed in two copies, both having equal force, each party receiving one copy, on April 18, 2016 in Noida, India.



Dr. Aseem Chauhan
Chancellor
Amity University, India



Jim Watson
Mayor of City of Ottawa
Ottawa, Canada