



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereafter referred to as “**MOU**”) is entered into effect on 9th February, 2019.

BY AND BETWEEN THE FOLLOWING PARTIES:

- **I. K. Gujral Punjab Technical University, Jalandhar**, established by an Act of State Legislature on 16th January, 1997, to promote technical, management and pharmaceutical education in the state at degree level and above, having its address at Jalandhar - Kapurthala Highway, VPO-Ibiban, Kapurthala-144603, Distt. Kapurthala, represented for the purposes of the MOU by its Dean, Planning and External Programs, Dr. N. P. Singh (hereinafter referred to as “**IKGPTU**”)

and

- **Leaders Institute Pty Ltd**, ABN 605 807 305, a higher education provider in Australia, registered under the Tertiary Education Quality and Standards Agency Act 2011, and whose academic programs are accredited by the Tertiary Education Quality and Standards Agency, having its address at 76 Park Road, Woolloongabba, Qld, 4102, Australia; P.O. Box 73, Stones Corner, Qld, 4120, Australia, represented for the purposes of this MOU by its Chief Executive Officer Dr. Rodney (Rod) St Hill (hereinafter referred to as “**Leaders**”)

IKGPTU and Leaders may individually be referred to as “**Party**” and collectively as “**Parties**”.

PREAMBLE

Whereas, in accordance with a mutual desire between the Parties to promote further cooperation in education, training and research between IKGPTU and Leaders .

Therefore, it is hereby agreed as follows:

1. The preamble is an integral part of the present MOU.
2. 2.1 Both Parties agree on the following general forms of cooperation:
 - a) Joint educational, training and/or research activities.
 - b) Exchange of invitations to faculty, research personnel, graduate and undergraduate students (hereinafter referred to as “**Scholars**”) for lectures, visits and sharing of experiences.
 - c) Exchange of invitations to Scholars for participation in conferences, symposia and seminars.

d) Exchange of Scholars for study, training and research.

2.2 The details of cooperation for any of the above-identified fields may also be specified in the form of addenda or subsequent agreements to this MOU upon signature by appropriate representatives.

3. 3.1 It is agreed between the Parties that exchange of Scholars will be subject to the rules and regulations of the host Party and country. Scholars must fulfil existing visa requirements and submit evidence of adequate medical and travel insurances stating a waiver of subrogation against the host Party for any reason whatsoever. The above-mentioned documents are subject to a prior written approval from the host Party.

3.2 Each Party undertake on behalf of their Scholars (i) to comply with the other Party's policies and procedures regarding the use of their premises and facilities in a reasonable manner and (ii) to avoid any unethical behaviors.

3.3 Both Parties agree in their respective Bylaws or Policies on the principles of equal opportunity and non-discrimination. Neither Party shall impose criteria for exchanges of Scholars, which would violate the principles of nondiscrimination

4. Both Parties agree that this MOU does not commit either Party to financial liability and all financial arrangements that are necessary to implement this MOU will depend upon the availability of funds and will be subject to negotiations and separate written agreements.

5. The MOU is valid for a term of five (5) years from the Effective Date. All provisions will automatically expire if no specific agreement related to the above four areas of cooperation (*cf. article 2*) is not signed within 18 (eighteen) months following the Effective Date. Unless automatically expired, this MOU may be renewed before the termination date on 9th February, 2024; by virtue of an addendum to be signed in due course. Either Party may terminate this MOU by giving written notice of ninety (90) days to the other Party. In the event of early termination, the Parties will make good faith efforts to complete or terminate existing projects or engagements without substantial prejudice to the other Party. Subject to any applicable legal or regulatory requirements or restrictions, any existing project or engagement that is in effect at the time of termination shall not be affected by the termination of this MOU and will proceed as originally agreed upon until successful completion.

6. For purposes of implementing this MOU, the contact persons will be as follows unless the concerned Party notifies the other in writing of a new contact person:

	For IKGPTU	For Leaders
<i>Name</i>	Dr. N. P. Singh	Dr. Rod St Hill
<i>Title</i>	Dean, Planning and External Programs	Chief Executive Officer
<i>Address</i>	I.K. Gujral Punjab Technical University	Leaders Institute Pty Ltd
	Jalandhar-Kapurthala Highway	PO Box 73
	Kapurthala-144603	Stones Corner
	Distt. Kapurthala, India	Qld 4120, Australia
<i>Phone</i>	+91 1822 662504	+61 7 3161 5566
<i>Email</i>	npsingh@ptu.ac.in	ceo@leaders.edu.au

7. Each Party shall protect and keep confidential any documents and information exchanged between the Parties pursuant to this MOU and/or to subsequent correspondence, addenda and/or written agreements. Each Party shall in all respects treat such documents and information as carefully as that accorded to their own confidential information. At the termination of the MOU or within fifteen (15) working days of receipt of a written request, each Party will return to the other Party all documents and information disclosed to them under this MOU, including but not limited to all printed or reproduced material and information stored in electronic form or other form. This obligation of confidentiality shall survive the expiration or termination of the present MOU for any reason whatsoever.
8. Each Party shall not use the name and/or logo of the other Party in any publication, advertising, promotional material, press release, or other marketing material, without the express prior written consent of the other Party to each particular use of its name and/or logo.
9. If and whenever either Party is in breach of any obligation under this MOU and/or any subsequent addenda or agreement, the other Party shall send a written notice to the breaching Party in order to remedy such a situation within 15 (fifteen) working days. If the breaching situation is not remedied accordingly, the present MOU and/or any subsequent addenda or agreement shall be terminated on the full liability of the breaching Party who shall incur the damages against all losses, costs and/or expenses arising from or in connection with their breach.
10. Each Party shall not assign or transfer any of their rights and/or obligations under this MOU to any third party without the prior written consent of the other Party.
11. The present MOU is the entire understanding between the Parties and supersedes all prior understandings, correspondence and agreements, whether verbal or written between the Parties with respect to the subject matter hereof. The terms of the MOU may be amended only by mutual written consent.

IN WITNESS WHEREOF, the Parties have executed the present MOU on 2 (two) original copies.

N.P.

Dr. N.P. Singh
Dean, Planning and External Programs
I.K. Gujral Punjab Technical Institute

Date: *9th Feb, 2019*

R. Rodney St Hill

Dr. Rodney St Hill
Chief Executive Officer
Leaders Institute Pty Ltd

Date: *09/02/19*