



Wilfrid Laurier University (WLU), and I. K. Gujral Punjab Technical University (IKGPTU), wish to enter into this Memorandum of Understanding ("MOU") to promote international and intercultural understanding and academic cooperation and collaboration.

Purpose

The purpose of this MOU is to provide a framework for the future development of academic and educational cooperation between the parties as set out below.

1. The parties will explore academic and educational activities of mutual interest on the basis of equality and reciprocity and will encourage the following:
 - a) Exchange visits of faculty members, researchers, and administrative staff,
 - b) Exchange of students, student visitation, and the development of study abroad and short-term programs;
 - c) Assessing the potential for transfer and degree completion programs;
 - d) Organization of conferences, seminars, sports event/competitions, symposia or lectures;
 - e) Exploration of common research interests and other forms of academic collaboration.

2. Initial areas of collaboration and cooperation may include, but not be limited to the following:
 - a) Development of an Articulation Agreement for transfer students from PTU's B. Tech (CSE) to WLU Bachelor of Computer Science degree program under credit transfer program.
 - b) Development of short-term, customized training workshops for PTU's students, staff, and administrators.
 - c) Collaboration on joint initiatives within the Punjab.
 - d) Assessment of the potential for a Student Exchange Agreement to enable short-term study/internships.

Tasks for each Party

3. Each party agrees to:
 - a) Maintain regular and reasonable contact with the other party, informing the other party of any relevant changes or developments in relation to this MOU;
 - b) Review this MOU on an annual basis, providing the other party with relevant information and statistics in relation to the purpose; and
 - c) Nominate a senior member of staff to be responsible for overseeing the implementation of this MOU.

4. The details of any specific activities based on this MOU will be separately negotiated and agreed to in writing between the parties in a separate agreement.

5. The parties understand that the implementation of any activities stated in Clauses 1, 2 or 3 above shall depend upon the availability of resources and the financial support of each party.

Costs

6. The parties agree that each shall bear its own costs in connection with, or for any work under this MOU, save and except as agreed in writing between the parties. For the avoidance of doubt, each party shall (unless otherwise agreed) meet the travel, accommodation and subsistence costs of their own staff involved in visits to the other party associated with this MOU.

Confidentiality

7. Each party shall keep confidential and shall not, without the prior written permission of the other party, disclose to any other institution or organization or other third party any confidential information it acquires from the other party in connection with this MOU, unless such information:
 - a) Is already in, or subsequently enters, the public domain (other than as a result of its disclosure by the receiving party in breach of this clause 5), or
 - b) Is required to be disclosed by law or any legal or regulatory authority, or
 - c) is already known to the receiving party before the acquisition from the other party (without being subject to any obligations of confidentiality to the other party), or
 - d) Is obtained from a third party in circumstances where no obligation of confidentiality is owed to the other Party in respect of such information.

Each party recognizes and agrees that the other party may have independent obligations under privacy protection legislation, such as *Freedom of Information and Protection of Privacy Act* and that nothing in this MOU prohibits either party from complying with such obligations. The obligations of the parties under this clause 6, 7 and 8 shall continue following the expiry or termination of this MOU.

Intellectual Property

8. Any intellectual property rights owned by a party before the Commencement Date (as defined in clause 12) and during the term of this MOU will remain the property of that party. Nothing contained in this MOU will affect the absolute ownership rights of either party in such party's intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.
9. In the event that either party wishes to use the name and/or logo of the other party for any purposes, including without limitation for the purposes of marketing or recruitment, such party shall obtain the written consent of the other party in advance of such use and (if such consent is given, at the discretion of the other party) shall comply strictly with all of the other party's directions from time to time as to the manner of such use.
10. Neither of the Parties shall publish any marketing material relating to this MOU without the prior written consent of the other party, and the parties agree that the wording for any such marketing materials shall be agreed jointly between the parties prior to its use.

Term and Termination

11. This MOU will be effective from the date of the last signature below and shall remain in effect for a period of five (5) years from the date of signing (the

