

MEMORANDUM OF UNDERSTANDING

BETWEEN

CARLETON UNIVERSITY (Ottawa, Canada)

AND

Jai Hind College (Maharashtra, India)

ARTICLE I: PREAMBLE

- 1.1 In view of the common interest in the field of higher education, Jai Hind College having its principal offices at A Road, Churchgate, Mumbai, 400020, Maharashtra, India, and Carleton University, having its principal offices at 1125 Colonel by Drive, Ottawa, Ontario, K1S 5B6, desire to explore collaborative opportunities of mutual interest.
- 1.2 The purpose of this Memorandum of Understanding ("MOU") is to outline the Parties' potential collaboration to enhance the international engagement and capabilities of Carleton University and Jai Hind College.
- 1.3 It is the intent of Jai Hind College and Carleton University (the "Parties") to enter into discussions between authorized representatives of the Parties to: i) establish precise academic and financial arrangements and to support, as appropriate, the exchange of personnel between Jai Hind College and Carleton University and (ii) conduct collaborative research projects to innovate and address challenges identified by both or either party.
- 1.4 The Parties agree that any activity initiated under this MOU shall be contingent upon the execution of appropriate written agreements containing mutually agreeable terms and conditions specific to each activity. Discussions may include but not be limited to professional development training, joint course offerings, student mobility, and joint research Projects, as described herein.

ARTICLE II: PURPOSE

2. The purpose of this Memorandum is to facilitate and promote co-operation between Carleton University and Jai Hind College, with a view to supporting professional development training, research collaboration, capacity building and other forms of academic partnerships.

ARTICLE III: IMPLEMENTATION

- 3.1 Recognizing the mutual benefits to be gained through academic co-operation and international understanding, Carleton University and Jai Hind College hereby enter into this MOU and agree to the following:
- 3.2 Progress of work under each individual program will be reviewed and approved by both Parties.
- 3.3 Final approval of any project will be dependent upon the availability of funding.
- 3.4 The specific details of any project will be set forth in agreements supplemental to the Memorandum, the terms of which will be subject to the mutual approval of both Parties.
- 3.5 Each of Carleton and the Jai Hind College acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will necessarily share personal information of their respective faculty and students taking part in the exchanges contemplated by this MOU. Carleton and Jai Hind College mutually covenant and agree that they will treat any such personal information in strict compliance with their local law in that respect, in all ways as if it were the personal information of their own faculty and students.

ARTICLE IV: GENERAL CONDITIONS

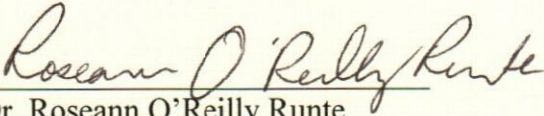
- 4.1 This MOU shall enter into force upon the date of the last signature below and shall continue for a period of five (5) years, unless terminated earlier by either Party, as provided for in Paragraph 4.4 below.
- 4.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other Party.

- 4.3 This MOU does not restrict, in any manner each Party from collaborating with any other third Parties in the areas specified in this MOU.
- 4.4 Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party. It is anticipated through the separate written agreements for activities that any terms and conditions applicable to each activity shall be consistent with, and give effect to, this MOU.
- 4.5 Each Party shall designate a coordinator to coordinate any activities related to this MOU.
- 4.6 It is expressly understood and agreed upon by the Parties that this MOU is not, and is not intended to be, a binding agreement between the Parties, and no binding agreement will be made unless and until the Parties have negotiated, executed and delivered one or more definitive agreements regarding the subject matter hereof. Nothing contained herein shall commit either Party to grant any rights or perform any specific obligations whatsoever, including but not limited to providing specific services, but merely indicates the Parties' willingness to explore various collaborative opportunities which shall be the subject of separate definitive agreements.


Signed,

on behalf of Carleton University

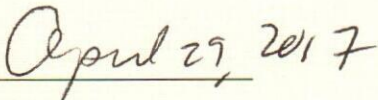
on behalf of Jai Hind College



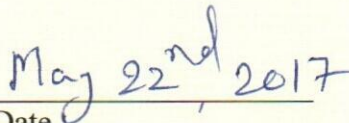
Dr. Roseann O'Reilly Runte
President and Vice-Chancellor



Dr. Ashok Wadia
Principal



Date



Date