

Memorandum of Understanding

between

Duquesne University

and

IIHMR University, Jaipur

1. Preamble

In accordance with the mutual desire to foster cooperation between:

Duquesne University, through the John G. Rangos, Sr., School of Health Sciences (hereafter referred to as "RSHS of DU" or "DU"), having an address of 600 Forbes Avenue, Pittsburgh, Pennsylvania, U.S.A.

And

IIHMR University, Jaipur (hereafter referred to as "IIHMR University" having address at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur, INDIA (each a "Party" and collectively, the "Parties"), and in order to enhance relations between the Parties and to develop academic and cultural interchange, the Parties have agreed to cooperate and work toward the internationalization of higher education consistent with the terms of this Memorandum of Understanding (hereinafter "MOU").

2. Areas for Potential Collaboration

Based on the principles of mutual benefit, the Parties intend to explore opportunities for:

- (a) Establishment of student, faculty, scholars and administrators exchange programs between the two institutions,
- (b) Development of joint curricula, including dual degree and non-degree programs;
- (c) Research collaboration in the fields with mutual interest between research staff, departments, and schools of both institutions;
- (d) Exchange and sharing of teaching and academic materials, publications, reference and other pertinent information; and
- (e) Arrangement and promotion of hosting and presenting joint training programs, webinars, workshops, conferences, cultural events and art exhibitions between two institutions.

3. Implementation of MOU

- (a) The Parties intend to develop specific projects and activities for implementation of this MOU based on discussions and negotiations between them. Binding agreements or contracts shall be signed separately to carry out these projects and activities, if the Parties mutually agree to pursue any specific projects or activities contemplated in this MOU or otherwise.
- (b) The Parties agree that all financial arrangements shall be determined on the basis of specific projects and activities, will depend on the availability of funds, and will be determined separately in the event that the Parties mutually agree to pursue any specific projects or activities.
- (c) This MOU shall become effective upon the date of signature by the representatives of the Parties and unless earlier terminated, will continue for the period of **five (5)** calendar years ("Term"). This MOU may be extended by mutual consent of the Parties, which must be reduced to writing and signed by the Parties. This MOU may be terminated by either Party for any reason by giving thirty (30) days' written notice to the other Party.

- (d) Without prejudice to any of the Parties' rights to initiate the procedure following applicable laws at any time, the Parties shall use their best efforts to resolve, in good faith, attending to their mutual interests, any dispute, conflict, question, doubt, or divergence of any nature that may arise in relation to or under this MOU, their obligations, performance, or construction (including, without limitation, any question as to its existence, validity, construction, and performance), as well as the legal deal arising out of this MOU (a "Dispute"). To this end, either Party may notify the other of any matter of dispute and then the higher officials of both Parties shall meet to resolve such dispute by means of amicable discussions and in good faith.

4. Non-Binding Nature of MOU:

This MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements ("ad hoc Agreements") have been negotiated, memorialized in writing, approved by the necessary management levels of each Party, executed and delivered by authorized representatives of both Parties.

5. Miscellaneous Terms:

(a) Arrangement and Administration:

- i) Both Parties agree to open discussion and positive negotiation in all matters related to operation mechanism, the aims, and objectives of this partnership within the framework of this MOU.
- ii) Both Parties agree that they will regularly provide assessment and information referred to their own areas of concern to the other Party, and to respond reasonably within the framework of this MOU.
- iii) Representatives from either Party may lead or drive or manage or oversee an area of cooperation on a mutually agreeable basis. An annual assessment shall be conducted by both Parties in order to evaluate the operational aspects, achievements and to describe new potential objectives. The representatives may meet as and when necessary, in person, by proxy or through electronic methods, to review progress in the implementation of the agreed arrangements, define new areas and programs of cooperation and collaboration as well as to discuss matters related to this MOU.

(b) Promotional Terms and Public Presentation:

- i) Either Party may affix the logo & banner of the other Party in all its advertising, marketing & PR materials regarding the opportunities contemplated by this MOU upon the express written consent of the other Party; provided, however, such marketing efforts shall not extend to website links and animated website banners.
- ii) The Parties consent and authorize each other to identify and represent the MOU to the public in written announcements, releases, publications, advertisements, mailings on any media, or by oral presentations as may seem appropriate consistent with the terms of this Section 5(b).

(c) Effective Date and Termination:

- i) The effective date of this MOU shall commence from the date of being signed by both Parties and if signed on different dates, the date the last Party has signed it, can be terminated by either party as follows:
- ii) Either Party shall be entitled to terminate this MOU for convenience; provided, however, prior written notice of ninety (90) days is duly served on the other Party.
- iii) Upon termination of this MOU, the Parties agree to continue their joint efforts (if any) towards all measures earlier taken in the pursuit of this MOU, until the time or the final processes is made thereof.
- iv) Neither party shall be liable to the other for any loss or damage arising from this MOU, including any commitments made in anticipation of the continuance thereof.

(d) Confidentiality:

- i) The Parties acknowledge that any information (including but not limited to IP rights and business information) obtained from the other Party under or in connection with this MOU (the "Confidential Information") shall be maintained in strictest confidence and the Parties shall exercise in relation thereto no lesser security measures and degree of care than those which the relevant Party applies to its own confidential information.
- ii) Unless expressly agreed by the other Party or compulsorily demanded by relevant applicable laws, Confidential Information shall not include information that: (a) was known by the receiving Party prior to receiving the Confidential Information; (b) lawfully obtained from a third-party source; (c) is or becomes publicly available and known through means other than a breach of this MOU; and/or (d) is or has been independently and lawfully developed by the Party. Neither Party shall, for as long as this MOU is in force or at any time thereafter, disclose to any other person or use for any purpose, except as provided by this MOU, any Confidential Information of the other Party, or any other information which has been disclosed in pursuit of this MOU.
- iii) Without limiting the generality of the foregoing, this MOU shall not be deemed, in any form or aspect, as authorization or transfer of any privileges or other intellectual property rights, which shall be subject to further discussions and agreement among the Parties when necessitate.
- iv) The provisions of this clause 5(d) shall serve the termination of this MOU for any reason, whatsoever and for the maximum period allowed by applicable Laws and shall be binding upon the Parties.
- (e) Good Faith; Each Party shall work in good faith and agree not to provide or act in any way that would cause embarrassment to, or tarnish the reputation of other Party.
- (f) Notice: All notifications and correspondence shall be given in writing by prepaid registered post and deemed to be delivered as soon as they are delivered and deposited in the Post Office and the addresses designed by each Party to be their domicilia citandorum et executandorum, as mentioned herewith (except with regard to notification sent by Fax or e-mails which shall be deemed delivered upon the acknowledgement of Receiver, unless any of the Parties subsequently sends a written notification changing the address or Fax number as per the manner above-stated.
- (g) Amendments: Unless otherwise agreed, additions and amendments to this MoU shall only be valid if made in writing and executed by both Parties.
- (h) No Assignment: neither Party shall have a right to assign or encumber this MoU or any right or obligation or any part thereof, without the prior written consent of the other Party.
- (i) Counterparts: This MoU may be executed in any number of counterparts being agreed-over by both Parties each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.
- (j) Compliance with Laws and Policies. Each Party agrees to comply with all applicable laws and regulations during Term, as well as applicable institutional policies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this MOU in duplicate, each Party taking one (1) copy on the day and year last written below.

DUQUESNE UNIVERSITY, USA

DocuSigned by:

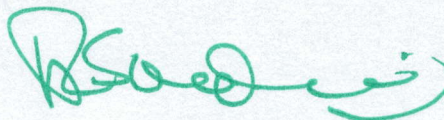
Dr. David Dausey

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David Dausey, Ph.D.

Executive Vice President and Provost

**IIHMR UNIVERSITY
INDIA**



Dr. P.R. Sodani, Ph.D., MPH

President

Date 2/27/2024

Date 14/2/24