



### MEMORANDUM OF UNDERSTANDING

Between

Board of Governors of Olds College 4500 50 ST Olds, AB T4H 1R6 ("Olds College")

and

Guru Nanak Dev University (GNDU)
Grand Trunk Road, Off NH 1, Amritsar, Punjab-143005 India

Each Party an "Institution" and both Parties "the Institutions"

The Institutions desire to collaborate as follows:

Whereas, in order to strengthen the relationship between the Institutions and encourage cooperation at all levels, the Institutions agree to formally establish a collaborative partnership;

Whereas, the Institutions now wish to commence collaboration in a structured manner by formally identifying and discussing potential projects related to academic program delivery for international students; and

Therefore, the Institutions wish to enter into this Memorandum of Understanding ("MoU") to further their goals in mutual areas of interest and benefit to both institutions as follows:

## 1) INTENDED AREAS OF COLLABORATION

The Institutions will explore areas of potential collaboration and the specific details of these activities will be articulated and agreed to in separate collaboration agreement(s).

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Opportunities may include, but are not limited to academic, industry and student endeavors in fields of mutual interest including:

- Hosting graduate students or researchers
- Developing potential exchange opportunities for students and/or staff
- Virtual guest speaking/lecture opportunities
- Exploring academic pathways that recognize prior learning

These collaboration agreement(s) will include implementation plans developed through mutual consultation and negotiation and will be signed by both institutions in accordance with their own institutional policies.

Olds College and Guru Nanak Dev University recognize that the scope and magnitude of the MoU objectives as stated within this agreement are subject to change.

While the Institutions intend to cooperate with respect to the foregoing activities, neither Institution will be obligated to commit funds or resources, nor will either Institution grant any rights with respect to intellectual property, unless a legally binding agreement has been entered into. This MoU does not itself establish any legally binding obligations, financial or otherwise, on the part of either Institution.

This MoU is entered in good faith and is not intended to be exclusive. It shall not affect the participating Institutions' rights to enter into other affiliations or working arrangements with other partners.

Projects that are currently underway between the institutions are considered separate from this MoU.

At Olds College, this MoU is supported by:

• The Office of the Vice President, Student Experience

#### 2) TERM, TERMINATION AND AMENDMENT

- This Agreement shall be in effect for a period of five (5) years from the date of the last signature.
- This Agreement may be amended or revised by mutual consent of the Institutions. Any such amendment or revision shall only have effect if made in writing and signed by both Institutions.
- Either Institution may terminate this Agreement by providing the other with 60 days written notice. Either Institution may terminate this Agreement immediately in the event of a breach by the other party of this Agreement.

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 Termination shall be without penalty or obligation to any of the Institutions. Any obligation may be specified in the terms of future formal agreements that arise from this MoU.

# 3) OTHER SUPPORTING SEPARATE AGREEMENTS

- The Institutions agree that specific activities that may take place as a result of this MoU will be documented in separate formal agreements.
- Should there be any discrepancy between this MoU and the terms of a separate agreement, the terms of the separate agreement shall take precedence.
- Ownership and other rights relating to intellectual property for a project shall be outlined in a separate agreement.
- Any disagreement relating to the interpretation of the provisions of this MoU or any separate agreements as a result of this MoU shall be resolved by means of negotiations between the Institutions. Failing resolution, the disagreement shall be settled by arbitration whereupon a single arbitrator acceptable to both parties will be selected. The language of the arbitration shall be English.

## 4) OPERATIONAL CONSIDERATIONS

It is noted that the implementation of activities that arise as a result of this MoU will be dependent upon the availability of necessary resources and funding, either from within the Institutions or from external sources. In both cases, activities will be subject to the terms of the project of which they are a part, along with any subsequent agreement(s).

The name and logos of each Institution (and their subsidiaries) are the property of each Institution, and may not be used without that Institution's express written permission for each specific usage.

Each Institution will designate a representative at their respective institution to facilitate the coordination of this Agreement. Any notice permitted under this Agreement may be provided to the Institutions as follows:

### If to Olds College:

Attention: Karen Dancy, Director, Recruitment and International 4500 50 Street, Olds, Alberta T4H 1R6

### If to GNDU:

Attention: Prof. (Dr.) Preet Mohinder Singh Bedi, (Professor in Department of Pharma. Sci.) Dean, Student Welfare GNDU, Amritsar, Punjab-143005 India

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- The Institutions will notify each other if there is any change of their respective contact
- The Institutions agree to provide information regarding any problems or difficulties related to the collaborative activity, whether academic, professional, legal, or personal, as early as such issues are noted, and take appropriate measures to resolve through peaceful settlement, as soon as it arises.
- This Agreement is the entire Agreement of the parties with respect to its subject matter and no change or modification will be valid unless it is in writing and signed by both parties.

On behalf of Olds College: Ms. Karen Dancy

Director, Recruitment and International

March 20,2025

Date

On behalf of GNDU: Prof. (Dr.) Palwinder Singh

**Dean Academic Affairs** 

20.03.2025