

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**BINGHAM UNIVERSITY
(BHU) KARU,
NASARAWA STATE**

AND

**OM STERLING GLOBAL
UNIVERSITY (OSGU)
HISAR, HARYANA INDIA**

AUGUST, 2022

This Memorandum of Understanding is made on this day of 15th August, 2022 between **Bingham University**, having their campus **Located at Km 26 Abuja-Keffi, Express Way Kodope, Karu, Nasarawa State**, represented by its **Vice Chancellor – Prof. William Barnabas Qurix**, as the **First Party** (hereinafter referred to as “**University**” or “**BHU**” or the “**First party**”)

And

Om Sterling Global University (OSGU), **NH-52, Hisar-Chandigarh Road, Hisar, Haryana** represented by its **Pro Vice Chancellor - Dr Ajay Poddar** (hereinafter referred to as “**University**” or “**OSGU**” or the “**Second Party**”).

The aforesaid organizations are hereafter referred to individually as *University* and collectively as *Universities*.

OBJECTIVES OF THE MOU

In the spirit of development and with mutual interest in cooperation, the areas of cooperation will include any programme offered at either University as thought desirable and feasible on either side and that both sides will contribute to the fostering and development of the cooperative relationship between the two organizations and to promote joint educational and cultural collaborations.

There will be no financial obligation to either party.

Cooperation shall be carried out through such activities as:

1. Exchange of faculty and/or staff
2. Exchange of students
3. Joint teaching, research, or cultural activities;
4. Joint organization of seminars and academic meetings
5. Faculty/Staff professional development;
6. Exchange of academic materials and other related information
7. Special short-term academic programs.

DURATION AND EVALUATION OF MOU

1. This MOU will come into operation with effect from the date of signing and will remain in force and effect for a period of **three years (3 years)** or until the Termination Date. Either party may request termination of this agreement, in writing, ninety days prior to the proposed termination date.
2. A joint evaluation of the MOU will be initiated by the designated representatives of the two Universities six months prior to the expiration date. Following the evaluation, the MOU may be renewed and extended for an additional **five-year (5 years)** period.
3. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories of the two Universities.

AREA OF COLLABORATION

1. Areas of collaboration may be proposed by either University and may include, but are not limited to above activities. Any other related academic, cultural or research activity may be undertaken on mutual understanding between the two Universities.
2. Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each University's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
3. All activities shall be subject to the availability of funds and with the approval of each University's authorized representatives.

NON-DISCRIMINATION

The parties agree not to discriminate on the basis of race, creed, national or ethnic origin, sex, age, handicap, political affiliation, disability or status as a veteran.

COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate central, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon ninety days prior written notice to the other party.

FORCE MAJEURE

In the event, students are unable to complete the Program due to but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the reasonable control of both of the Universities, the initiator University will assist the affected students in finding an alternate site/mode to complete the Program.

STUDENT EXCHANGE

- ❖ The aim of the exchange program is to provide students an opportunity to have experience of diverse academic environment as well as to gain a better understanding of related concepts borne under this MOU through education.
- ❖ The number of students exchanged under this MOU shall be not more than twenty students at a time from each University end. The total number of mutual exchange students will be same from each University during the term of MOU.
- ❖ The host University has the right to decide acceptance of exchange students, by taking account of recommendation issued from the home University for exchange students based on their academic record.
- ❖ Transportation, accommodation, food, clothing and other personal costs including the medical health insurance and medical care will be the personal responsibilities of the students themselves. However, the host University may charge an amount for providing laboratory, library, internet facilities etc. The amount will be intimated at the time of making an offer.
- ❖ The host University shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire.

- ❖ The exchange students will be subject to the student rules of the host University, while on exchange. Exchange students will be offered the same facilities as students of the host University.
- ❖ Exchange students will study subjects or conduct researches which are pertinent to their field of study and are offered by the host University.
- ❖ The acceptance of course work (lectures, seminars) taken at the host University and the measure of achievement attained there will be communicated to the home University.

FACULTY EXCHANGE

- ❖ The two Universities will actively seek to promote mutual faculty exchange for mutual agreed periods.
- ❖ Faculty exchange may assume various forms, such as individual short-time and long-term visits of faculties, joint research and development projects.
- ❖ Both Universities will try to seek external funding to facilitate these exchanges.
- ❖ Both Universities will encourage their faculty for co-author publications, joint research activities and joint projects subject to applicable copyright and / or other laws of each country, as well as rules and regulations of the respective Universities.
- ❖ The host University will endeavor to, as much as possible; make available such facilities as will enable the faculty to obtain experience and training in its departments and institutes, including the use of its laboratories and libraries.
- ❖ The two Universities acknowledge that in the absence of an external funding agency, all expenses for travel, living and allied costs will be left to the discretion and the responsibility of the home Universities.

COORDINATORS

Both Universities will designate persons who will have responsibility for co-ordination and implementation of this agreement

INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two Universities

EXCHANGE OF INFORMATION

Information will be actively exchanged, including information about students, information on research and studies provided at the host/home organization, relevant information about faculty members and fields of research, and University publications.

DISPUTE RESOLUTION

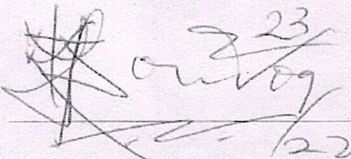
The two Universities shall attempt to resolve all disputes arising out of or relating to this MOU by direct negotiation between them within reasonable time of arising of such dispute.

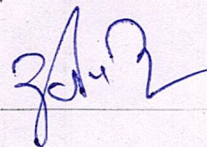
In case of any dispute between the both the parties to the agreement hereunto the same shall be liable to be challenged within the jurisdiction of the Place/District where the agreement, so has been signed and executed.

In witness Whereof, both Universities hereto have executed this Agreement as of the Effective Date set forth above.

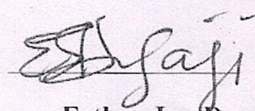
Bingham University, Karu

Om Sterling Global University Hisar, Haryana

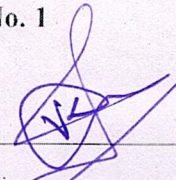
By: 
Name: ..Prof. Dul Johnson...
Title: Deputy Vice-Chancellor____
Date: _____

By: 
Name: ..Dr. Ajay Poddar....
Title: Pro Vice Chancellor_
Date: 23/9/22

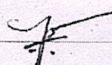
Witness No.1

By: 
Name:....Esther Joy Dyaji...
Title: __Registrar____
Date: 23/9/2022

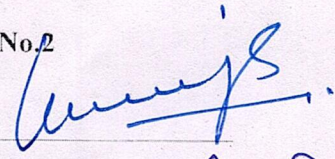
Witness No. 1

By: 
Name:.....
Title: __Registrar____
Date: _____

Witness No.2

By: 
Name...Prof. Michael S. Akpan...
Title: __Dean Faculty/Dean Research____
Date: 23/09/22

Witness No.2

By: 
Name: Dr. Nilesh Raj Ahuja
Title: __Dy Registrar____
Date: _____