



MEMORANDUM OF UNDERSTANDING

BETWEEN

MES Institute of Management & Career Courses (MES IMCC), under Maharashtra Education Society (PAN - AAATM1703E), a Society registered under the provisions of the Societies Registration Act, 1860 and also registered as a "Trust" under the Maharashtra Public Trusts Act, 1950 and having its registered office at MES Bhavan, 1214-1215 Sadashiv Peth, Pune – 411030, Maharashtra, India represented through its 'Director'/- **Dr. Santosh Deshpande**, age:- adult, Occ-Service.

(Hereinafter referred to as "**MES IMCC**", which expression shall be deemed to include its successors, representatives and permitted assigns)

.....**Party of the First Part**

AND

**UNIVERSITY OF SOCIAL SCIENCES AND HUMANITIES
VIET NAM NATIONAL UNIVERSITY HO CHI MINH CITY, VIETNAM
10-12 Dinh Tien Hoang, Ben Nghe Ward, District 1, Ho Chi Minh City**

.....**Party of the Second Part**

MES Institute of Management & Career Courses (hereinafter called "**MES IMCC**") and the University of Social Sciences and Humanities, Viet Nam National University Ho Chi Minh City, Vietnam (hereinafter called "**USSH, VNUHCM**") (hereinafter referred to collectively as the "Parties") starting from the common wish for academic promotions and cultural exchanges and in the spirit of "resource sharing, mutual benefits and friendly cooperation for common development," hereby establish long-term relationship of cooperation in education, research and other activities.

ARTICLE 1: AREAS OF COOPERATION

This MoU will serve as a general framework for cooperation between two institutions and is intended to facilitate the discussion of more specific programs of collaboration. In particular, the two parties agree upon:

- a) Mutual visits by staffs and students;
- b) Exchange programs for teachers / professors and students engaged in short-term teaching and learning or research;
- c) Co-organization of international conferences, workshops and seminars;
- d) Participating in jointly organized research activities;
- e) Regular exchange of academic journals and publications; and
- f) Promoting any other co-operation of mutual interest.

ARTICLE 2: METHODS OF IMPLEMENTATION

- a) All matters relating to every mutually agreed project, including its structure, its duration, the budget, roles and responsibilities of both the parties to carry out the project and all other details, shall be decided by both parties through negotiations on a case-by-case basis in advance before commencement of any program/project.
- b) During these mutual visits, the receiving party shall provide the visiting teachers / professors and students with convenience of library use and other facilities that are available in the Institute/College run by either Party, depending on the availability of resources and subject to the rules of that institute/College.
- c) The list of teachers / professors and students for the exchange/visit programs or other projects of cooperation shall be decided annually by both parties through negotiation.

ARTICLE 3: ADMINISTRATIVE RESPONSIBILITY

The Office of External Relations and Research Affairs at the USSH, VNUHCM, Vietnam (Email: era@hcmussh.edu.vn) and Dr. Aparna Agashe (MES SPOC),

(Email: aaa.agc@mespune.in) shall serve as coordinators of this MoU at their respective institutions. Notification of any change in liaison officers may be made by letter.

ARTICLE 4: FINANCE AND SERVICES

- a) This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed as a framework to facilitate and develop any program agreements executed between the two parties.
- b) Further agreements concerning any programs/activities/project under this MoU shall provide details concerning the specific commitments made by each part and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the governing boards of the parties. Copies of the resolutions/approval of respective governing boards are attached herewith.
- c) The scope of the activities under this MoU shall be determined by the funds regularly available at both institutions/parties for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.
- d) The conduct and the outcome of the proposed programs/projects/activities as discussed in this MoU will not result in any sort of legal or financial liability towards each other or its office bearers or members of the organization even in personal capacity.
- e) The obligations and opportunities under this MoU are non-exclusive, and the parties may enter into other agreements to achieve the same goals.

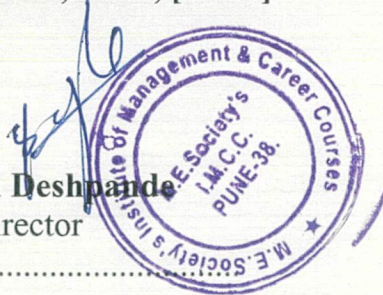
ARTICLE 5: VALIDITY, AMENDMENT AND TERMINATION

- a) This MoU shall be made in English and shall become effective as of the date of signatures of authorized representatives of both parties.
- b) This MoU may be modified through mutual discussion and consent of both the parties. Any agreed modifications and/or amendments made during the validity period of the MoU shall be made as appendix to this MoU, which modifications/amendments will be duly signed by both the parties.

- c) Upon approval by each party and execution, this MoU shall remain in effect for the term of five years after which both the parties will mutually decide to renew it unless any termination is raised. Termination of the MoU shall require a minimum of six months advance notice and shall be without penalty. If this MoU is terminated, neither partner shall be liable to the other for any monetary or other losses which may result out of such termination. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.
- d) This MoU shall be governed by Laws of India and shall be subject to the exclusive jurisdiction of the Courts in Pune, India.
- e) It is understood and agreed between the parties that this arrangement between the Parties is solely for the purpose of conducting the intended Programs/activities/projects. Neither Party is an agent, partner or employee of each other. They are working on a principal-to-principal basis only.
- f) Either party undertakes to indemnify and keep the other party indemnified against any/all losses, claims, damages etc. that they may be suffered either on account of breach of any representation, warranty or of any terms of this MoU by either party.

Signed for and on behalf of
**MES Institute of Management &
Career Courses, Pune, [India]**

Dr. Santosh Deshpande
Position : Director
Date:.....



Signed for and on behalf of
**University of Social Sciences and Humanities,
VNUHCM, Vietnam**

Prof. Dr. Ngo Thi Phuong Lan
President
Date: 31 July 2024.....

