



#### Appendix to the Memorandum of Understanding

## AGREEMENT FOR STUDENT AND STAFF EXCHANGE between FACULTY OF BUSINESS AND ECONOMICS, MENDEL UNIVERSITY IN BRNO, CZECHIA

### AMBALIKA INSTITUTE OF MANAGEMENT AND TECHNOLOGY, LUCKNOW, UTTAR PRADESH, INDIA

This Agreement is an appendix to the Memorandum of Understanding between:

Faculty of Business and Economics, Mendel University in Brno (hereinafter referred to as "FBE of MENDELU"), an institution of higher education headquartered at Zemědělská 1665/1, 613 00 Brno, Czechia,

and

Ambalika Institute of Management and Technology, an institution of higher education headquartered at Ambalika building, Subhash Marg, (Near Sudarshan Cinema), Charbagh, Lucknow, Uttar Pradesh -226004.

Both institutions have approved the student exchange program as follows:

#### 1. Definitions

Home Institution means the university/institution where a student is primarily enrolled and that sends a student to study abroad at the Host institution under this Agreement.

Host Institution means the university/institution that hosts a student from the Home institution to study abroad at the Host institution under this Agreement.

#### 2. Duration of Stay

Duration of stay of exchange students at the host institution shall be one semester or one academic year.

#### 3. Numbers of Exchange Students

Each institution may send and accept not more than two (2) students each academic year. Two students for one semester each would be equal to one student for two semesters in a given year.

#### 4. Status of Exchange Students

Each institution shall accept exchange students to the host institution as full-time students who do not aim at obtaining a degree in the host institution.

#### 5. Recommendation and Acceptance of Exchange Students

The home institution shall select students on the basis of faculty nomination for the exchange program and shall recommend students to the host institution; however, the final determination of acceptance of

students shall be at the sole discretion of the host institution. The field of specialization of the exchange student shall depend on the availability of an advisor or supervising professor at the host institution.

#### 6. Study Program and Evaluation

Each student shall determine the study program at the host institution in consultation with academic advisors of both home and host institutions if needed. The academic performance shall be evaluated according to the rules of the host institution.

#### 7. Academic Record and Accreditation

The host institution shall transmit the academic record of each exchange student to the home institution and credits will be conferred according to the regulations of the home institution.

#### 8. Tuition Fees

Exchange students are exempted from paying the tuition fees to the host institution.

#### 9. Financial Responsibility of the Students

- 9.1 Students joining the exchange program will have to pay the tuition fees to their home institution and shall be exempted from paying any kind of enrolment fees at the host institution.
- 9.2 The Students will only have to pay the fees or public prices at the host institution that may exist in order to have access to certain services (sports, Internet, and so forth), under the same conditions as that institution's own students. Should this be the case, then the host institution shall inform the Student of the existence of such fees prior to their arrival there.

#### 9.3 Insurance

Before arriving at the host institution, students will have to obtain an international insurance to cover expenses arising from medical treatment and accidents; the cost of this insurance will be paid by the students themselves. Students shall provide proof of having obtained this insurance prior to arrival at the host institution.

#### 9.4 Visa

The Student shall be responsible for carrying out all the proceedings required to get a visa and immigration documents that enable them to legally enter the country where they are to spend their visit. Visa-Exempt Entry and Landing Visa are not acceptable for the exchange stay in NTHU. Each Host institution shall provide the student with a letter of acceptance, stating that the student has been admitted to that Institution.

#### 9.5 Accommodation

The Student will have to cover his or her accommodation and maintenance expenses at the host institution. Host Institution should assist the students to arrange the reasonable accommodation.

#### 9.6 Other expenses

Each Student is responsible for all personal arrangements and associated costs including, without limitation, the following:

- a. Transportation (local and between home and host institutions)
- b. Incidental fees and charges, if applicable
- c. Textbooks, clothing and personal expenses
- d. Any and all other debts and incidental expenses incurred by the Student during the period of exchange.

#### 10. Term of Validity

This agreement shall remain in force for a period of five (5) years from the last date that it is signed by both institutions. This agreement, with the written consent of both institutions, may be extended or terminated, with a six (6) months' period of notice, by either institution. In case of termination, the commitments made to students already participating in the programs must not be affected.

#### 11. General

#### 11.1 Confidentiality

If this exchange should involve any confidential information or materials, a separate Non-disclosure agreement will be required.

#### 11.2 Administrative Expenses

FBE of MENDELU and Ambalika Institute of Management and Technology, Lucknow, shall be responsible for their own administrative expenses respectively.

#### 11.3 Resolution of Conflict and Disputes

In the event of any dispute arising out of or in connection with this agreement, both Universities agree to resolve the matter in good faith. Any dispute or claim not resolved to the satisfaction to both institutions further to the dispute resolution efforts above shall be submitted to the court of the defendant's country. Both institutions agree the Agreement is governed by and construed in accordance with the laws of the defendant's country without regard to the principles of the conflict of laws thereof.

#### 11.4 Use of name and logo

During the continuation of the agreement, each institution may use the name and logo of the other institution in connection with the Agreement, provided that the name and logo of each institution shall be used only in connection with the Agreement.

#### 11.5 Warranties and Disclaimers.

The Agreement shall be signed by representatives of both institutions or their authorized personnel. Each institution represents and warrants that it has the full right, power, and authority to enter into and perform under the Agreement.

#### 12. Staff Mobility:

The staff mobility is generally agreed upon the fact that host institution agrees to cover the local expenses of the visiting staff (excluding travel related expenses). The exact and concrete details (regarding duration, funding and technical details) of mobility must be discussed and agreed upon by both parties before the start of the mobility.

The contact person for FBE of Mendelu: Ing. Pawan Kumar Mishra, Ph.D. The contact person for Prof. (Dr.) Ashutosh Dwivedi

doc. Ing. Svatopluk Kapounek, Ph.D.

Dean
Faculty of Business and Economies

Date: 29-12-2023 Mendelova univerzita
v Brně

For and on behalf of Ambalika Institute of Management and Technology, Lucknow, Uttar Pradesh, India

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Prof. (Dr.) Ashutosh Dwivedi Professor & Director Ambalika Institute of Management and Technology, Lucknow, Uttar Pradesh, India

Date: 22/12/2023



# MEMORANDUM OF UNDERSTANDING BETWEEN FACULTY OF BUSINESS AND ECONOMICS, MENDEL UNIVERSITY IN BRNO, CZECHIA AND



## AMBALIKA INSTITUTE OF MANAGEMENT AND TECHNOLOGY, LUCKNOW, UTTAR PRADESH, INDIA

This Memorandum of Understanding (MOU) is made between:

Faculty of Business and Economics, Mendel University in Brno (hereinafter referred to as "FBE of MENDELU"), an institution of higher education headquartered at Zemědělská 1665/1, 613 00 Brno, Czechia,

and

Ambalika Institute of Management and Technology, an institution of higher education headquartered at Ambalika building, Subhash Marg, (Near Sudarshan Cinema), Charbagh, Lucknow, Uttar Pradesh -226004.

Hereinafter, FBE of MENDELU and Ambalika Institute of Management and Technology, Lucknow, shall be collectively referred to as "the institutions".

The purpose of this MOU is to promote academic and educational cooperation, and based upon the principle or respect for each other's independence and mutual benefits, the two institutions will carry out the following activities:

- 1. Exchange of faculties
- 2. Exchange of students
- 3. Promotion of study programs and facilitation of student recruitment

Both institutions agree that this MOU is incorporated into, and will provide the foundation and framework for projects developed by academic and administrative units from the two institutions and documented in other subsequent Agreements.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated in writing and approved by the two institutions before work on any of the projects can commence.

This MOU is effective from the last date when representatives of the two institutions affix their signatures, and is valid for five (5) years. This MOU, with the written consent of both institutions, may be extended or terminated, with a six (6) months' period of notice, by either institution. In case of termination, the commitments made to staff or students already participating in the programs must not be affected.

FBE of MENDELU and Ambalika Institute of Management and Technology, Lucknow, Uttar Pradesh shall be responsible for any administrative expenses respectively.

Nothing in this MOU shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the institutions.

During the continuation of this MOU, each institution may use the name and logo of the other institution in connection with the above activities, provided that the name and logo of each institution shall be used only in connection with the MOU and for no other purpose.

In the event of any dispute arising out of or in connection with this MOU, both institutions agree to resolve the matter in good faith. Any dispute or claim not resolved to the satisfaction of both institutions further to the dispute resolution efforts above shall be submitted to the court of the defendant's country. Both institutions agree this MOU is governed by and construed in accordance with the laws of the defendant's country without regard to the principles of the conflict of laws thereof, unless otherwise agreed and confirmed in writing by the institutions.

This MOU shall be signed by representatives of both institutions or their authorized personnel. Each institution represents and warrants that it has the full right, power, and authority to enter into and perform under this MOU.

Both Institutions will promote and facilitate the student recruitment for each other institution by relevant activities.

The contact person for FBE of Mendelu: Ing. Pawan Kumar Mishra, Ph.D. The contact person for Prof. (Dr.) Ashutosh Dwivedi

For and on behalf of

Mendel University in Brng

doc. Ing. Svatopluk Kapounek, Ph.D.

Dean

Faculty of Business and Economics

Date: 29'-12-2023

Mendelova univerzita v Brně

For and on behalf of

Ambalika Institute of Management and Technology, Lucknow, Uttar Pradesh, India

June

Prof. (Dr.) Ashutosh Dwivedi

**Professor & Director** 

Ambalika Institute of Management and Technology,

Lucknow, Uttar Pradesh, India

Date: <u>22/12/2023</u>