

MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITY OF MAURITIUS

Réduit, 80837

And



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur,
Rajasthan 302017

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To collaborate with MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY (MNIT) JAIPUR and UNIVERSITY OF MAURITIUS, this Memorandum of Understanding (herein referred to as MoU) is signed in 8th April 2022 at Jaipur and MAURITIUS.

Between

UNIVERSITY OF MAURITIUS represented Professor Sanjeev Kumar Sobhee, Acting Vice-Chancellor, University of Mauritius (herein after called "UoM" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the First Part.

And

Malaviya National Institute of Technology (MNIT) Jaipur represented by Prof. Rakesh Jain, Dean International Affairs Malaviya National Institute of Technology Jaipur, (hereinafter called "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the Second Part.

Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic linkages between their two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

Provisions

1. Areas of Co-operation

The Parties will discuss opportunities for collaboration in the following areas:

- a) Partnering and supporting each other through joint research initiatives/projects;
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars and Symposia;
- c) Exchange of publications and other informational materials of mutual interest;
- d) Any other collaborative efforts the Parties consider being appropriate from time to time.



2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subjected to a Supplementary Agreement between the Parties. Such Agreements will set out the Parties' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host country/host institution.

3. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon. Neither party shall enter into contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

4. Management and Oversight

As soon as this MoU comes into operation the Parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

5. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

6. Policies and Procedures

Staff/students of either institution involved in any activity under this MoU shall abide by the applicable rules, regulations and procedures of the host institution.

7. Confidentiality

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

8. Intellectual Property

Ownership of Intellectual Property shared by the Parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in writing. This provision is binding on the

Parties and will survive the termination or expiry of this MoU.

9. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

10. Standards of Performance

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

11. Termination

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving three (3) months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

12. Effective Date and Duration of MoU

This MoU takes effect on the date the last Party signs and will continue for a period of 3 years only. The Parties may agree in writing to extend it for a further period to be determined.

13. Applicable Laws/ Governing Laws

This Agreement shall be interpreted in accordance with the laws of the Republic of Mauritius.

14. Link Coordinators

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:

UNIVERSITY OF MAURITIUS

Name: Dr Devkumar S Callychurn
Title : Senior Lecturer
Tel: (230) 403 7841
E-mail: d.callychurn@uom.ac.mu
Address: University of Mauritius, Réduit 80837, Mauritius

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

Name: Prof G S Dangayach
Title: Professor (HAG)
Tel: +91 9549654493
E-mail: gsdangayach.mech@mnit.ac.in
Address: Malaviya National Institute of Technology Jaipur, India

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

For

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR



N. Padhy
Prof N P Padhy
Director

Witness:

1. Prof Rakesh Jain *R. Jain*

2. Dr Amar Patnaik *A. Patnaik*

For

UNIVERSITY OF MAURITIUS



S. K. Sobhee
Prof S K Sobhee
Acting Vice-Chancellor

Witness:

1. Assoc Prof D K Hureeram, *D. K. Hureeram*
Dean, Faculty of Engineering

2. Ms R Parthyneviko *R. Parthyneviko*
Administrative Manager
International Affairs Office