



**Universiti
Malaysia
PAHANG**
Engineering • Technology • Creativity



**MANIPAL UNIVERSITY
JAIPUR**

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI MALAYSIA PAHANG, MALAYSIA
AND
MANIPAL UNIVERSITY JAIPUR, INDIA

This Memorandum of Understanding is made on this day of 8th August 2018. This Memorandum of Understanding (“MoU”) is intended to promote international cooperation between, the Universiti Malaysia Pahang (UMP) and the Manipal University Jaipur (MUJ) (A state private University, constituted vide the Manipal University Jaipur Act 2011 (Act No. 21 of 2011)). UMP and MUJ recognizing the benefits to their respective universities from the establishment of institutional links, hereby agree to enter into this agreement for the following purpose.

Whereas:

1. For the purpose of this MoU, UMP shall be represented by the Faculty of Mechanical Engineering, UMP and the Manipal University Jaipur shall be represented by the School of Automobile, Mechanical and Mechatronics (SAMM), Faculty of Engineering, MUJ.
2. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to develop academic and educational cooperation, to establish a collaborative program between the two universities and to cooperate in their mutual interest for a range of higher educational activities.



2. AREAS OF COOPERATION

Subject to the availability of funds, resources and approval of the authorized representatives and authorities of UMP and MUJ, both institutions agree to develop the following collaborative activities:

- (a) To conduct joint research and development project;
- (b) To organize lectures, symposia, international meetings, conferences, and workshops;
- (c) To exchange researchers and students among both faculties;
- (d) To exchange information, teaching materials, technological and scientific publications;
- (e) Any other areas of co-operation to be mutually agreed upon by the Parties.

3. IMPLEMENTATION

The parties will designate one officer each who will develop and coordinate specific programs or activities between them. The nodal points of contact designated are Prof Rizalman Mamat, Professor/ Dean, Faculty of Mechanical Engineering, UMP and Prof Dr GL Sharma, Director-SAMM, Faculty of Engineering, Manipal University Jaipur, India.

4. DURATION

This Memorandum of Understanding will become effective immediately after signature by the authorized representatives of both Parties for a period of seven (7) years and is subject to revision or modification by mutual agreement with the understanding that either party may terminate this MOU by serving SIX (6) months' written notice unless an earlier termination is mutually agreed upon.

5. SETTLEMENT OF DISPUTES

Any dispute, conflict of interest or problems arising from the application or interpretation of this current framework agreement shall be resolved in the first instance by the coordinators of this agreement (or representatives of both parties) and secondly by the respective Rectors or their designees by mutual agreement.

6. INTELLECTUAL PROPERTY

- 1. The protection of intellectual property rights (any invention, copyright, trade secret, or any other form of intellectual property) shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.



2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in equal proportion in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

7. PUBLICATIONS

It is forbidden for each of the parties to reproduce any kind of material that has been provided or developed under the terms of this agreement without the permission of the other party.

8. CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.



9. NOTICES

Any notice or other communication required or permitted to be given or made under this Memorandum of Understanding shall be made in writing and such notice shall be given or served by way of Acknowledge Receipt (A.R) registered post, facsimile or other modes of communication agreed by the Parties and such notice shall be addressed to:

UMP

Faculty of Mechanical Engineering

Universiti Malaysia Pahang

26600, Pekan

Pahang Darul Makmur

Tel : +6094246200

Fax : +6094246222

Email : fkm@ump.edu.my

Attention to : Prof Dr Rizalman Mamat

(Dean of Faculty of Mechanical Engineering)

or any other place which UMP may from time to time specify by notice in writing to MUJ.

MUJ

School of Automobile, Mechanical and Mechatronics (SAMM)

Faculty of Engineering

Manipal University Jaipur

303007, Dehmi Kalan, Jaipur

Rajasthan, India

Tel : +91141-3999100 Ext. 156

Fax : +91141-3999114

Email : gurdamanlal.sharma@jaipur.manipal.edu

Attention to : Prof Dr G. L. Sharma

(Director-SAMM, Faculty of Engineering)

Or any other place which MUJ may from time to time specify by notice in writing to UMP.



10. APPROVAL

In agreement with the above terms of participation, the authorized representatives of the **Universiti Malaysia Pahang** and the **Manipal University Jaipur, India** hereby affix signatures.

Signed for and on behalf of

UNIVERSITI MALAYSIA PAHANG




.....
**Prof Dato' Sri Dr. Daing Mohd Nasir
Daing Ibrahim
Vice Chancellor**

Signed for and on behalf of

MANIPAL UNIVERSITY JAIPUR



.....
**Dr Tanmoy Chakraborty
Officiating Registrar**




In the presence of


.....
**Prof Dr Rizalman Mamat
Dean, Faculty of Mechanical Engineering**

In the presence of


.....
**Prof Dr GL Sharma
Director, SAMM
Faculty of Engineering**


.....
**Mr Hazman Bin Abdul
Senior Executive,
Faculty of Mechanical Engineering**


.....
**Prof Dr Amit Jain
Director,
International Collaborations**