

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed at Board Room of MNIT Jaipur on <sup>1<sup>st</sup></sup> June, 2016 (Date) between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

**MINNAN NORMAL UNIVERSITY, ZHANGZHOU (similar details about partner Institute/University)**

Whereas

**Malaviya National Institute of Technology, Jaipur** is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

**Minnan Normal University, Zhangzhou (similar details about partner Institute/University)**

### 1. Scope of MoU:

Both the parties in principle agree to work in the following areas of collaboration:

- a) Student and faculty exchange,
- b) Partnering and supporting each other through joint research initiatives/projects,
- c) Offering joint courses/programs in areas of common interest
- d) Other academic/professional activities such as organizing conferences/seminars

### 2. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of three years, thereafter extendable upon review of activities and mutual interest.

### 3. Commercial:

Both the Parties shall work out commercials with respect to each individual work plan separately. In no case any financial or academic liability on one party would be transferrable on the other party.

#### **4 Terminations:**

- 4.1 In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three month notice in writing sent by registered post or Speed Post or Courier.
- 4.2 Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:
  - 4.2.1 Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
  - 4.2.2 Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
  - 4.2.3 Any party does not perform the obligations as per the contract willfully for a period of one month or for a total period of one month in any one period of twelve calendar months
  - 4.2.4 Any of the parties are guilty of any conduct which legally is prejudicial to the contracts interests.
  - 4.2.5 No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the each Party.

#### **5 Force Majeure**

- 5.1 If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots sabotage, acts of God and war or enemy action.

**6 Notice**

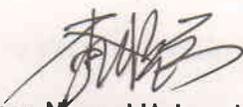
6.1 Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

**7 Indemnity:**

7.1 Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

In witness thereof the parties have set their hands and seal on the day month and year first written.

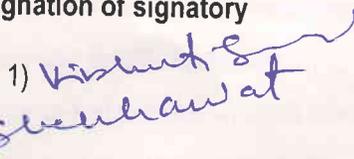
  
For  
**Malaviya National Institute of Technology,  
Jaipur**

  
For  
**Minnan Normal University, Zhangzhou**

**Name and designation of signatory**

Witness:

**DR. VIBHUTI SINGH  
SHEKHAWAT  
ASSOCIATE PROFESSOR**

1)   
Shekhawat

**DR. NUPUR TANDON  
ASSOCIATE PROFESSOR  
& HEAD DEPARTMENT  
OF HUMANITIES &  
SOCIAL SCIENCES**

2)   
N. Tandon

**Name and designation of signatory**

Witness:

1) 

2) 