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# MEMORANDUM OF UNDERSTANDING

BETWEEN

*MINDANAO STATE UNIVERSITY -  
ILIGAN INSTITUTE OF TECHNOLOGY  
(PHILIPPINES)*

AND

**CHITKARA**  
UNIVERSITY



FOR PROMOTION OF  
ACADEMIC AND RESEARCH ACTIVITIES

MSU - IIT

and Chitkara University wish to enhance cooperation and friendship between the two universities, agree upon the following provisions for academic and research activities:

The two universities agree to encourage academic and research cooperation in fields of mutual interest including:

- a. Exchange of faculty and/or staff;
- b. Exchange of post graduate students and/or doctoral research scholars;
- c. Joint bilateral academic and research meetings;
- d. Joint research cooperation; and
- e. Exchange of academic/research materials and other related information.

## **ARTICLE 1: SCOPE OF COLLABORATION**

**Both the Parties agree on:**

- 1.1 The different areas of collaboration mentioned in Article 2 to this MoU.
- 1.2 List of collaborative areas as mentioned in Article 2 is not exhaustive in nature. Parties shall endeavour to elaborate these areas of collaboration.
- 1.3 Additional areas of collaboration, as may be mutually agreed between the Parties, shall form part of this MoU.
- 1.4 Mere agreement on the areas of mutual collaboration, as mentioned in Article 2 to this MoU does not create any binding and legally enforceable rights and obligations between the Parties. Legally enforceable rights and obligations of each Party under the umbrella of this MoU shall be created separately, by written agreements.
- 1.5 All agreements, as may be entered from time to time in relation to the areas under collaboration, or during the implementation of programmes and activities specified in this MOU including financial arrangements shall be negotiated and determined mutually by the parties vide separate additional agreement to be signed by the signatories to this MoU and such document shall be attached as the addend or the annexure to this MOU.
- 1.6 Except Article 2 (Areas of Collaboration), which is non-binding in nature, all other Articles of this MoU shall be binding and shall apply to the agreements, so executed subsequently, under the aegis of this MoU.
- 1.7 Actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU or to the extent they are reduced to writing and the prior consent of the other party is obtained.

## **ARTICLE 2: AREAS OF COLLABORATION**

In order to fulfil the above objectives, the parties hereby agree to engage and work collaboratively on the following activities of common interest:

- 2.1 Conduct of joint Workshops/ Conferences/ Symposiums and Awareness Programmes in the areas of Research, Academics, Innovation and Entrepreneurship
- 2.2 Author joint research papers.
- 2.3 Reciprocal participation in research related decision bodies.
- 2.4 Development of Entrepreneurship Programmes.
- 2.5 Development of joint MOOCs
- 2.6 Setup application-oriented question papers as per each party's requirements.
- 2.7 Offer Guides or Co-Guides in Ph.D. programs.
- 2.8 Accessibility to each other's research works and research facilities.

- 2.9 Collaborate for other academic activities which might be agreed upon later.
- 2.10 Awareness, publicity & accessibility for research activities, programs, seminar, workshops, conferences and like to be jointly organized.
- 2.11 Establishing platform in terms of infrastructure and human resource for betterment of educational system.
- 2.12 Organize international events at mutually agreed terms.  
Identify and appoint faculty members from each other's campuses as adjunct faculties (Professor, Associate Professor, Senior Lecturer, Lecturer)
- 2.13 Any other matter of mutual interest including sharing of e-resources, library, reading room etc., as may be mutually agreed.

### **ARTICLE 3: TENURE AND TERMINATION**

- 3.1 The MoU shall come into force immediately upon its signing by the parties and shall remain in force for an initial period of five (5) years from the date of its signing.
- 3.2 The Parties may further extend the MOU on the mutually agreed terms and with mutual written consent.
- 3.3 This MoU may be terminated by mutual consent of the parties before its normal tenure of five (5) years by giving advance notice of one(1) without jeopardizing the ongoing collaborative activities, and MoU will be deemed terminated on the expiry of one month time given in notice.

### **ARTICLE 4: FORCE MAJEURE**

- 4.1 Neither Party shall be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- 4.2 "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, pandemic, epidemic etc.

### **ARTICLE 5: LICENSE AND INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Parties have intellectual property rights over their trade names, corporate signs, logos, software and such other proprietary information and know-how which they may come across through this MOU. The Parties shall recognize each other's intellectual property rights for all purposes.
- 5.2 Nothing in this MoU shall confer on one Party any right or title in the intellectual property of the other Party.
- 5.3 No license is automatically granted under this MoU to any person to access the places or tangible or intangible property of the other Party either expressly or by implication or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be on case to case basis and shall be expressed in writing.

- 5.4 Both parties will take all necessary steps to protect the intellectual Properties generated during the process or shared by the parties.
- 5.5 Rights regarding joint publications, joint patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

## **ARTICLE 6: FINANCIAL ARRANGEMENTS AND REVENUE SHARING**

- 6.1 The financial arrangements, wherever involved, to carry out the activities under the areas of collaboration such as Projects, Programs, Conferences, Seminars, Workshops and the like, will be decided and approved after mutual consent of both the parties and shall be agreed to for each activity individually.

## **ARTICLE 7: NON EXCLUSIVITY**

- 7.1 The Parties acknowledge and agree that the areas of collaboration under this MoU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the areas of collaboration with other parties in India or elsewhere.
- 7.2 This MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

## **ARTICLE 8: AMENDMENTS**

- 8.1 No alterations, additions or modification of this MoU shall be valid and binding unless the same are reduced to writing and signed by competent authorities of both the Parties.

## **ARTICLE 9: CONFIDENTIALITY**

- 9.1 This MoU and all "confidential information" exchanged between the Parties pursuant to this MoU shall be held in confidence. "Confidential Information" means:
  - 9.1.1 Information in tangible form that bears a Confidentiality Legend such as Confidential/ Restricted/ Secret etc.
  - 9.1.2 Information in tangible form that does not bears any Confidentiality Legend; however, the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence.

## **ARTICLE 10: DISPUTE RESOLUTION**

- Any issues that are not addressed or stipulated in the MoU shall be discussed and resolved through negotiation in good faith and such resolution will be incorporated as written amendments to the MoU by mutual agreement between two Parties.
- No disputes are foreseen in the implementation of the MoU. The two Parties, however, agree that if any dispute arises between them, efforts will be made to settle the same as amicably as possible. If the dispute still remains unsettled, it will be referred for resolution bilaterally to Vice Chancellors of both the parties. The decisions so arrived at shall be final and binding on the parties to this MoU.


This MOU has been executed in two originals, one of which has been retained by the First party and the other by the Second party)

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

Name and Address of the First Party

Name and Address of the Second Party

Signed by

  
Prof. Ali Zedney M. Ditalaban  
Chancellor  
Mindanao State University  
Iligan Institute of Technology  
Iligan City, 9200

Signed by

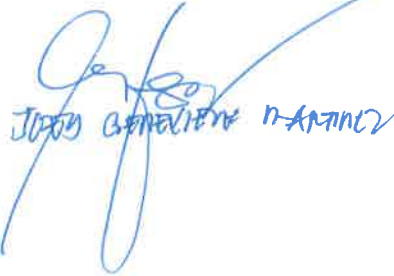
  
Vice Chancellor  
Chitkara University  
SCO 160-161, Sector 9-C  
Madhya Marg, Chandigarh, India  
160 009

Dated: 8/11/2020  
INDONESIA

Dated: 8/11/2020  
INDONESIA



Witness 1

  
JERRY APOLINARIO MARANIC

Witness 1

 ANIT MITTA

Witness 2

Witness 2