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(Co. No. 578227 M)
DU012(A)



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TUNKU ABDUL RAHMAN,
MALAYSIA
AND
GURU GHASIDAS VISHWAVIDYALAYA
BILASPUR, (CG) INDIA

This memorandum of understanding (hereinafter called "MOU") is made on the

_____ 18/03/2020

Date

BETWEEN

UNIVERSITI TUNKU ABDUL RAHMAN, a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, wholly owned by UTAR Education Foundation [Company No. 578227-M], and having its address at Jalan Universiti, Bandar Barat, 31900 Kampar, Perak, Malaysia (hereinafter called "UTAR").

AND

GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR (CG) India hereinafter called ("GGV"), a Central University of India, located in Bilaspur C.G. State, established under Central Universities Act 2009, No. 25 of 2009. Formerly called Guru Ghasidas University (GGU), established by an Act of the State Legislative Assembly, was formally inaugurated on June 16, 1983.

GGU is an active member of the Association of Indian Universities and Association of Commonwealth Universities. Situated in a socially and economically challenged area, the university is appropriately named to honor the great Satnami Saint Guru Ghasidas (born in 17th century), who championed the cause of the downtrodden and waged a relentless struggle against all forms of social evils and injustice prevailing in the society.

The University is a residential cum affiliating institution, having its jurisdiction spread over Bilaspur Revenue Division of the state of Chhattisgarh.

WHEREAS

- a) UTAR is a university offering courses in undergraduate and postgraduate programmes in the areas including Accountancy, Actuarial Science, Applied Mathematics, Arts and Social Science, Chinese Studies, Malaysian Studies,

MoU/DCIN Register (Acting)
Guru Ghasidas Vishwavidyalaya
(A Central University)



Business and Economics, Engineering and Built Environment, Information and Communication Technology, Life and Physical Sciences, Medicine and Health Sciences, Media and Journalism, Education, Agriculture and Food Science, and engages in the provision and conduct of research, consultation, management and leadership training and other related educational services at its campuses at Bandar Sungai Long and Kanipar in Malaysia.

- b) GGV offers courses in undergraduate and postgraduate programmes in the areas included under eleven schools of studies viz. Arts, Mathematical and Computational Science, Physical Sciences, Life Sciences, Natural Sciences, Engineering and Technology, Social Sciences, Law, Management and Commerce, Education, Interdisciplinary Education and Research. GGV also engages in the provision and conduct of research, consultation, management and leadership training and other related educational services at its campus at Koni, Bilaspur (CG) India only.
- c) Both parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between UTAR and GGV (hereinafter called "the Parties"), the Parties hereby agree to the following.

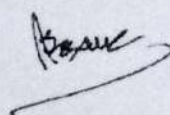
1. AREAS OF UNDERSTANDING

- 1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership, intellectual property, financial arrangements, use of resources, etc.
- 1.2 This MOU is intended to establish a basis upon which UTAR and GGV may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their international collaboration programmes:

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Registrar (Acad)
Guru Ghasidas Vishwavidyalaya
(A Central University)
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- a. To initiate joint projects involving international collaborative research and to share expertise and joint development of research.
- b. To facilitate academic development exchanges between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc.
- c. To facilitate study visits and student exchange by postgraduate and undergraduate students where appropriate for the purpose of enhancing students learning experience.
- d. To facilitate internship by undergraduate students where appropriate.

2. DURATION

This MOU shall come into effect upon execution hereof by the Parties hereto and shall continue for a period of three (3) years and may be extended upon mutual agreement thereafter.

3. IMPLEMENTATION & COORDINATION

3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:

- a. The scope, timeframe, and objectives of the activity in detail.
- b. The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel



involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at UTAR and GGV named in Clause 3.2 of this MOU; and

- e. The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.

3.2 In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, both the Parties agree that the institutional points of contact shall be the following:

For GGV: Prof. Shailendra Kumar
Registrar (Acting)

Email: shailendrakmr@yahoo.co.in, ggv.registrar@gmail.com

For UTAR: Dr. Lai Soon Onn
Director, Division of Community and International
Networking

Email: laiso@utar.edu.my

4. AMENDMENT

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this



MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. *Each of the party shall be liable to the other for any damages whatsoever as per the existing and effective rules of the respective institution.*

6. RESULTS OF COLLABORATION

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon through mutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both the Parties.

7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

8. GOOD FAITH

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve



the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

9. COSTS

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

10. TERMINATION

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

11. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or facsimile to the address stated herein.

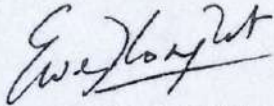
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IN WITNESS WHEREOF the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

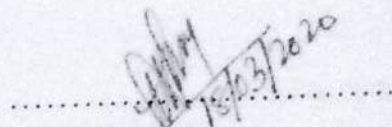
Signed by:

Signed by:

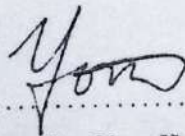


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IR. PROF. DR. EWE HONG TAT
President
Universiti Tunku Abdul Rahman

In the presence of:



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SHAIENDRA KUMAR
Registrar (Acting)
Guru Ghasidas Vishwavidyalaya
Registrar (Acting)
Guru Ghasidas Vishwavidyalaya
(A Central University)
Bilaspur (C.G.) 495 009 India
In the presence of:



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IR. PROF. DR. YOW HO KWANG
Vice President (Internationalisation and
Academic Development)
Universiti Tunku Abdul Rahman



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PROF. DR. AMIT KUMAR SAXENA
Professor (Department of Computer Science
and Information Technology)
Guru Ghasidas Vishwavidyalaya

