



UNIVERSITI  
MALAYSIA  
KELANTAN



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## MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA KELANTAN

AND

SRI PADMAVATI MAHILA VISVAVIDYALAYAM  
(UNIVERSITY FOR WOMEN)

ON COOPERATION IN THE FIELDS OF ACADEMICS,  
RESEARCH AND STUDENT AND FACULTY  
EXCHANGES

**THIS MEMORANDUM OF UNDERSTANDING** is made this 29<sup>th</sup> day of August, 2023

**UNIVERSITI MALAYSIA KELANTAN** (hereinafter referred to as “**UMK**”), a Public University established under the Universities and University Colleges Act 1971 [Act 30] whose address is at 16300 Bachok, Kelantan, Malaysia the one part;

**AND**

**SRI PADMAVATI MAHILA VISVAVIDYALAYAM** (hereinafter referred to as “**SPMVV**”), is a government state-level University recognized by University Grants Commission (UGC) under the UGC Act of 1956, India whose address is at Tirupati, Andhra Pradesh-517502, India of the other part.

(**UMK** and **SPMVV** hereinafter referred to singularly as “the Party” and collectively as “the Parties”);

**WHEREAS**

- A. **UMK** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to compliment its educational excellence. **UMK** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **SPMVV** is inspired by the extensive possibilities offered by international co-operation, recognize the need to develop and nurture new partnerships and to share human and material resources, with the aim to increase international understanding, promote the respect for the human rights declared in UN’s Declaration of Human Rights and to contribute to the pool of global knowledge. The mission statement of the University is Jnanam Nirmochanam Streenam “Emancipation of Women through Acquisition of knowledge” and empowerment through skill up-gradation, involvement and participation in various occupations of society towards the end of establishing a progressive egalitarian society. In the spirit of this challenge and responsibility, the parties acknowledge the

similarities in the scholarly pursuits of the institutions and desire to promote inter-institutional cooperation, scientific and cultural exchange, as well as mutual understanding and respect.

- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

**NOW BOTH PARTIES HAVE AGREED as follows:**

**ARTICLE I**  
**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, agree to strengthen, promote and develop cooperation in tertiary education, as well as the development of activities for the purpose of mutual recognition.

**ARTICLE II**  
**AREAS OF COOPERATION**

1. Each Party will, subject to the laws, rules, regulations, procedures and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas :
  - a) mobility programme for students including internship, study visit, and/or industrial visit;
  - b) faculty staff mobility including guest lecture and co-lecture or adjunct faculty;

- c) teaching and collaborative research project, conferences, seminars and workshops;
  - d) exchange of information in the areas of learning, teaching and research requirements; and
  - e) any other areas of cooperation in the field to be mutually agreed upon by the Parties.
2. For the purpose of implementing the cooperation in respect of any areas stated in paragraph 1 or any part of this Memorandum of Understanding, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure A** of this Memorandum of Understanding.
3. The Parties will have the right to use and publish any information derived from implementing the cooperation in respect of any area stated in paragraph 1 provided that written consent is obtained from the other Party. In the event that one Party wishes to publish, disclose and/or present (in any form of disclosure) the data and/or the outcomes arising from this Memorandum of Understanding, the Party will submit a draft of each such publication or presentation to the other Party and give the right to have certain parts of the said publication or presentation to be removed or amended by the other Party itself. In any such publication, the contribution of the Parties will be acknowledged.

### **ARTICLE III**

#### **IMPLEMENTATION**

In the implementation of this Memorandum of Understanding, **UMK** and **SPMVV** will arrange the details of any activities to be carried out by both of the organizations.

Recognition of the students and faculties for the exchange programs will be implemented.

**ARTICLE IV**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE V**  
**PARTICIPATION OF THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding subject to written approval of the other Party. In carrying out such joint activities and/or programmes, the third party will be subject to all conditions and provisions of this Memorandum of Understanding unless the Parties agreed otherwise.

**ARTICLE VI**  
**NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE VII**  
**REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding .
2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this Memorandum of Understanding .
3. Such revision, modification or amendment will enter into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE VIII**  
**ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **THREE (3)** years or until terminated by either Party with thirty (30) days written notice.
2. The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities/programmes.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

**ARTICLE IX**  
**ASSIGNMENT**

The agreement shall not be assigned in whole or part to any other party which is not part of this this agreement, without prior written consent of the other party of this agreement.

**ARTICLE X**  
**NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **+609-7797012 for UMK, Malaysia** or **+9180-66226645 for SPMVV, India** as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To UMK** : Vice Chancellor  
Universiti Malaysia Kelantan  
16300 Bachok  
Kelantan, Malaysia  
Telephone no. : +609-7797700  
Facsimile no. : +609-7797012  
Email address : vco@umk.edu.my

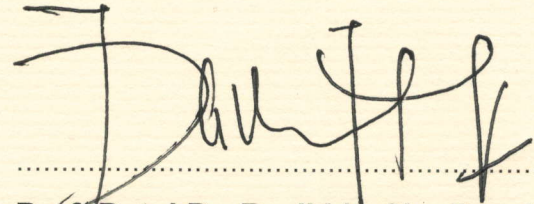
**To SPMVV :** Vice Chancellor  
Sri Padmavati Mahila Visvavidyalayam  
(Women's University)  
Tirupati-517502  
Andhra Pradesh, India  
Telephone no. : 1. +91-877-22484177  
2. +91-877-2284567  
Facsimile no. : +9180-66226645  
Email address : vc@spmvv.ac.in

The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice. The foregoing record represents the understandings reached between the **UMK** and the **SPMVV** upon the matters referred to therein.



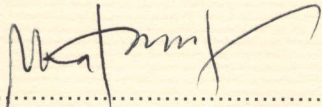
**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as abovewritten.

Signed by ]  
For and on behalf of ]  
**UNIVERSITI MALAYSIA** ]  
**KELANTAN** ]



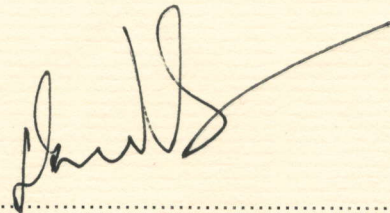
.....  
**Prof. Dato' Dr. Razli bin Che Razak**  
Vice Chancellor

In the presence of:



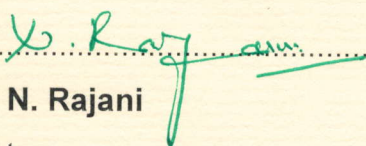
.....  
**Prof. Dr. Nik Maheran binti Nik Muhammad**  
Deputy Vice Chancellor (Academic and International)

Signed by ]  
For and on behalf of ]  
**SRI PADMAVATI MAHILA** ]  
**VISVAVIDYALAYAM** ]

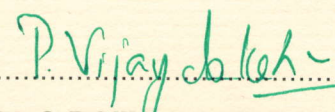


.....  
**Prof. D. Bharathi**  
Vice Chancellor

In the presence of:



.....  
**Prof. N. Rajani**  
Registrar



.....  
**Prof. P. Vijaya Lakshmi**  
Dean (Center For International Relations)

**ANNEXURE A**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights 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. The Parties agree that if any joint projects are undertaken in the course during the active duration of the signed Memorandum of Understanding, they would follow the terms mentioned in paragraph 2 of Article II, to avoid any conflict pertaining to intellectual property ownership. Therefore, the Parties acknowledge and agree that separate contractual document(s) shall be entered into between UMK and SPMVV in relation to intellectual property ownership and commercialization prior to starting any joint projects
4. 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 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.

## 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 Agreement or any other agreements made pursuant to this Memorandum of Agreement.
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 Agreement, 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 Agreement.

## SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.