



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU

AND

SRI PADMAVATI MAHILA VISVAVIDYALAYAM

(WOMEN'S UNIVERSITY)

THIS MEMORANDUM OF UNDERSTANDING is made this _____;

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU (hereinafter referred to as "UMT"), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] whose address is at 21300 Kuala Nerus, Terengganu, Malaysia and shall include its lawful representatives and permitted assigns;

AND

SRI PADMAVATI MAHILA VISVAIDYALAYAM (Women's University)(hereinafter referred to as "SPMVV"), an institution of higher learning established under the Sri Padmavati Mahila Visvaudyalayam Act of 1983, which has come into force on the 14 of April 1983in Andhra Pradesh, India and which shall include its lawful representatives and permitted assigns. SPMVV is represented by its Vice Chancellor Prof. Jamuna Duvvuru is a government state level university recognized by University Grants Commission (UGC) and accredited by NAAC with A Grade.

UMT and SPMVV shall hereinafter be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. UMT is a public university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, UMT has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. SPMVV is an established and a leading university exclusively for women in the State of Andhra Pradesh with academic excellence of global standardsfocusing on innovative research and producing, equipped graduates with high moral and ethical standards to make a societal impact.Each University department is well equipped in terms of laboratory equipment, Central Instrumentation Facility and library facilities for conduct of research activity by the faculty/lecturers and students. SPMVV Society for Innovation Incubation

Entrepreneurship - Technology Business Incubator" (SSIIE-TBI) provides a vibrant ecosystem and caters to the demands of start-ups.

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

THE PARTIES HEREBY REACHED AN UNDERSTANDING 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, will endeavour to strengthen, promote and develop research and academic co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) Organizing exchange visit programs among senior officers and faculty/lecturers of the Parties;
 - (b) Collaborating in academic researches in areas of specialization of the Parties and joint publication of the findings of the respective researches;
 - (c) Organizing academic and specialized seminars on common interests;
 - (d) Exchanging knowledge, academic works, information and documents of mutual interest in various academic fields and education in general;
 - (e) Joint evaluation of master's and doctoral theses of each other's students;
 - (f) Organizing student exchange programs; and
 - (g) Any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentially", "suspension", "protection of intellectual property rights" and "settlement of dispute".

ARTICLE III

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 IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

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 VI

ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

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 MoU or any other agreements made pursuant to this MoU.
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 MoU, 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 MoU.

ARTICLE VIII

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 ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.
3. 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.

ARTICLE IX
REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or any part of this MoU by way of a supplementary MoU in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into operation on such date as may be determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendment or modification.

ARTICLE X
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 MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or tribunal.

ARTICLE XI
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 UMT or SPMVV, 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 UNIVERSITI MALAYSIA TERENGGANU:

Faculty of Fisheries Food Sciences,
Universiti Malaysia Terengganu,
21030 Kuala Terengganu,
Terengganu, Malaysia.

Attn. to: Dr.Mannur Ismail Shaik

Tel : +609-668 5170

Fax : +609-668 4949

Email: mannurismail@umt.edu.my

To SRI PADMAVATI MAHILA VISVAVIDYALAYAM:

International Relations,

Sri Padmavati Mahila Visvavidyalayam,

Padmavathi Nagar,

Tirupati-517502,

Tirupati (Dist),

Andhra Pradesh, India

Attn. to: Prof. P. Vijaya Lakshmi / Prof. V.Nirmala

Email: dirspmvv@gmail.com

[END OF ARTICLES]


The foregoing record represents the understandings reached between **UNIVERSITI MALAYSIA TERENGGANU** and **SRI PADMAVATI MAHILA VISVAVIDYALAYAM** upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI MALAYSIA TERENGGANU


PROFESOR DATO' DR. MAZLAN ABD GHAFFAR
Vice Chancellor
Universiti Malaysia Terengganu

Signed for and on behalf of
SRI PADMAVATI MAHILA VISVAVIDYALAYAM


PROF. JAMUNA DUVVURU **VICE-CHANCELLOR**
Vice Chancellor **SRI PADMAVATI MAHILA VISVAVIDYALAYAM**
(WOMEN'S UNIVERSITY)
Sri Padmavati Mahila Visvaavidyalayam
TIRUPATI - 517 502
(Women's University)


PROF. D. M. MAMATHA
Registrar
Sri Padmavati Mahila Visvaavidyalayam
(Women's University)



In the presence of:


PROF. DR. MOHD EFFENDY ABD. WAHID
Dean
Faculty of Fisheries and Food Sciences,
Universiti Malaysia Terengganu

In the presence of:


PROF. P. VIJAYA LAKSHMI
Dean, International Relations
Sri Padmavati Mahila Visvaavidyalayam
(A women's University)
TIRUPATI-517 502. (A.P.), INDIA
Sri Padmavati Mahila Visvaavidyalayam
(Women's University)