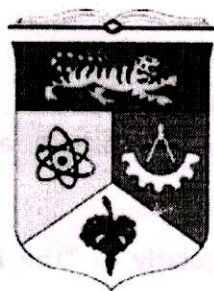


MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI
KEBANGSAAN
MALAYSIA

*The National University
of Malaysia*

UNIVERSITI KEBANGSAAN MALAYSIA

and



**SANT LONGOWAL INSTITUTE OF ENGINEERING
AND TECHNOLOGY, INDIA**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
SANT LONGOWAL INSTITUTE OF ENGINEERING AND TECHNOLOGY, INDIA**

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 2020

BETWEEN

UNIVERSITI KEBANGSAAN MALAYSIA, an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30], and having its address at 43600 UKM Bangi, Selangor Darul Ehsan (hereinafter referred to as "**UKM**"), of the one part;

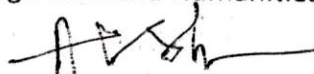
AND

SANT LONGOWAL INSTITUTE OF ENGINEERING AND TECHNOLOGY, a public institute of higher learning and having its address at Longowal-148106, District Sangrur (Punjab) INDIA (hereinafter referred to as "**SLIET**"), of the other part.

UKM and **SLIET** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

WHEREAS:

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organisations. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Institute of Climate Change.
- B. **SLIET**, established by the Government of India, provides technical education in emerging areas of Engineering & Technology. It caters to the requirement of technical manpower at various levels by adopting the concept of modular system in imparting technical education with emphasis on practical training in industry. Set up in 1989 under Rajiv-Longowal accord with an aim to fulfill the cherished dreams of Late Sant Harchand Singh Longowal, the institute has carved for itself a niche place among the professional Institutes and Universities of the country. **SLIET** is fully funded by Ministry of Human Resource Development, Government of India. The educational programmes of this institute are non-conventional, innovative, practical oriented and contain all aspects of new education policy (1986) of Government of India. **SLIET** offers programmes at Certificate, Diploma, Degree, Post-graduate (M.Tech., MBA and M.Sc.) and Ph.D. levels in Science, Technology, Management and Humanities.



- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis for cooperation and collaboration that is non-exclusive between the Parties upon the terms as contained herein.
- D. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF COOPERATION**

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations from time to time in force, will endeavour to strengthen, promote and develop academic, research, institutional development and capacity building skills between the Parties on a non-exclusive basis, and on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the areas of education and research and as agreed upon in the list of activities as set out in **Appendix A** of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of Faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Administrative Coordinators will serve as the contact persons, being responsible for ensuring that necessary approvals are in place to carry out the activities, and overseeing the implementation of the decisions and programmes pursuant to the scope of this Memorandum of Understanding as set out in Article 1.
- 2.2 In order to enable planning and implementation of the activities/programmes listed in **Appendix A**, regular meetings, mutual visits and workshops between both Parties will be conducted.




ARTICLE 3
FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific programme(s) and/or project(s) on specific budget.
- 3.3 Any intellectual property derived pursuant to collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be discussed and agreed upon prior to the initiation or commencement of the collaborative research or services rendered and on a case-by-case basis under separate agreements.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations, policies and procedures of the Parties and with other international agreements signed by the government or the authorised organisation.
- 4.2 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological 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;
 - ii. solely and separately by **UKM** or **SLIET**, or research results obtained through the sole and separate effort of **UKM** or **SLIET**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.3 The Parties shall acknowledge one another on any form of writing, publication or presentation based on or derived from the collaborative research between the Parties.
- 4.4 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.



ARTICLE 5
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to 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 6
REVISION, MODIFICATION AND AMENDMENT

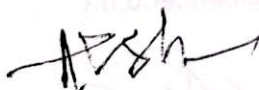
- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall 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 7
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 Understanding in which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.



ARTICLE 9
DURATION AND TERMINATION

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years from the date of this Memorandum of Understanding subject however to annual review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing upon terms and conditions to be mutually agreed upon.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any prior obligation, project programme or activity already in progress.

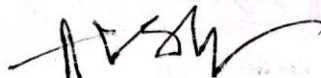
ARTICLE 10
NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English or Malay language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UKM** or **SLIET**, 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 **UKM**:

Director
Institute of Climate Change
Universiti Kebangsaan Malaysia
43600 UKM Bangi
Selangor Darul Ehsan
MALAYSIA

Telephone : +603-8921 6771 / 6772
Facsimile : +603-8921 6098
E-mail : pghikp@ukm.edu.my



To SLIET:

Head
Deptt. of Electronics & Communication Engineering
Sant Longowal Institute of Engineering and Technology
Longowal-148106, District Sangrur, Punjab
INDIA

Telephone : 01672-253117
E-mail : marwaha_anupma@yahoo.co.in

ARTICLE 11 RELATIONSHIP OF THE PARTIES

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 12 FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 13 CONFIDENTIALITY

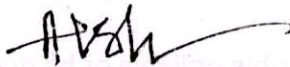
The Parties acknowledge that information of a confidential nature may be exchanged in the course of discussions undertaken pursuant to this Memorandum of Understanding and each Party hereby agree not to disclose any confidential matter which may be come into its knowledge or possession.



ARTICLE 14
GENERAL

- 14.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 14.2 Neither Party will make false or misleading representations or statements in relation to this Memorandum of Understanding and the activities.
- 14.3 Both Parties subscribe to the policy of equal opportunity and will not discriminate based on gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin or sexual orientation.
- 14.4 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written consent of the other Party.
- 14.5 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 14.6 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of cooperation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated cooperation.

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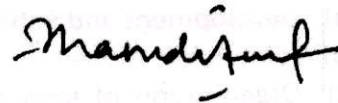
ARTICLE 14
CONFIDENTIALITY



IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding on the day and year first above written.

Signed for and on behalf
UNIVERSITI KEBANGSAAN MALAYSIA:

PROF. DATO' IR. DR. MOHD. HAMDI ABD. SHUKOR]
Vice-Chancellor]
Universiti Kebangsaan Malaysia]



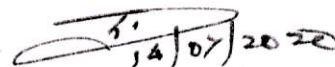
In the presence of:

PROF. DR. MOHD. NIZAM MOHD. SAID]
Director]
Institute of Climate Change]
Universiti Kebangsaan Malaysia]



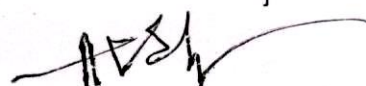
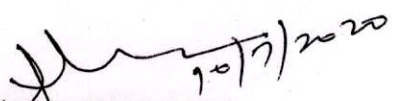
Signed for and on behalf
SANT LONGOWAL INSTITUTE OF ENGINEERING AND TECHNOLOGY, INDIA:

PROF. SHAILENDRA JAIN]
Director]
Sant Longowal Institute of Engineering]
and Technology]



In the presence of:

PROF. ANUPMA MARWAHA]
Head]
Deptt. of Electronics & Communication Engineering]
Sant Longowal Institute of Engineering]
and Technology]



APPENDIX A

THE LIST OF PROPOSED ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND SANT LONGOWAL INSTITUTE OF ENGINEERING AND TECHNOLOGY, INDIA

Based upon principles of international educational exchange (on a non-exclusive basis, mutual respect and benefit, cooperation, collaboration, and understanding), Universiti Kebangsaan Malaysia and Sant Longowal Institute of Engineering and Technology agree to explore the following collaborative activities:

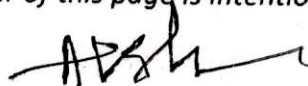
- a) Development and Submission of Joint Research Projects;
- b) Joint Publications;
- c) Organization of joint scientific events such as conferences, seminars, symposia, workshops and courses;
- d) Exchange of Faculty and Staff; and
- e) Any area of cooperation to be mutually agreed upon by the Parties.

Terms of cooperation

The terms of cooperation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The list of activities is not exhaustive and may be added from time to time with the mutual agreement of the Parties.

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