



## MEMORANDUM OF UNDERSTANDING

### **BETWEEN**

## ORIENTAL INSTITUTE OF TECHNOLOGY, TAIWAN

### AND

# SHIVAJI UNIVERSITY, KOLHAPUR, MAHARASHTRA, INDIA

This Memorandum of Understanding is made between Oriental Institute of Technology, Taiwan and Shivaji University, Kolhapur, Maharashtra, India hereinafter referred to as "OIT" and "SUK."

- OIT and SUK hereby agree to encourage academic cooperation through research and study in furtherance of the advancement of learning as stated below:
  - (a) To encourage visits by faculty from one university to the other for the purpose of engaging in research;
  - (b) To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate, graduate and Ph. D. programs, and in the case of advanced graduate students, participating in research exchange program;
  - (c) To foster the exchange of academic publications and scholarly information; and
  - (d) To promote other academic activities which enhance the above mentioned goals.
- 2. Both universities acknowledge that the visit by faculty and students from one university to the other shall be subject to the entry and visa regulations of Taiwan and India, and shall comply with the regulations and policies of OIT, Taiwan and SUK, India.
- Both the parties agree to carry out the above mentioned activities in accordance with laws and regulations of the respective Universities with prior consultation and approvals.

- Both parties shall disseminate information on each other's programs and activities and shall do their utmost to ensure the smooth and efficient implementation of the program.
- Both the parties shall undertake to observe the secrecy of confidential information received from or supplied to each other within the period of implementation of this Memorandum of Understanding.
- The parties also acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each other party's intellectual property.
- 7. Both universities agree that nothing in this Memorandum of Understanding shall be construed as creating any legal or financial relationship or commitment between the two Parties. The terms of collaboration and the necessary funding for each program and activity shall be mutually negotiated, discussed and agreed upon in writing by both Parties in separate specific cooperation agreements prior to the initiation of any particular program or activity. Each institution will designate where needed, a lead coordinator for the activities or programs of potential cooperation that may form the basis for specific cooperation agreements to be executed between the parties.
- 8. Both universities agree that besides implementation modalities specifying academic, organizational, technical and financial aspects, specific cooperation agreements shall contain terms relating to intellectual property rights and procedures for publication etc.
- 9. Both universities agree that all expenses, including research material, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the participating scholars and determined on a case-by-case basis. However, each side will make its best efforts to make available university accommodation to the visiting faculty and students under MoU agreement.
- 10. Both universities agree to review this Memorandum of Understanding after five years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by 90 days' written notice by either party. The revision or amendment shall come into force on such date as may be determined by the Parties. In case of termination, the commitments made to staff or

students already participating in the programs must not be affected.

- 11. Each Party reserves the right for reason of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding. The suspension shall take effect immediately after notification has been given to the other Party.
- 12. Both universities agree that this Memorandum of Understanding is incorporated into, and will provide the foundation and framework for, projects developed by academic and administrative units from the two universities and documented in other subsequent Agreements.

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