



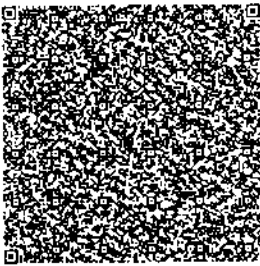
सत्यमेव जयते

## INDIA NON JUDICIAL

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Description of Document : Article 5 General Agreement  
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First Party : PROF S M SAJID REGISTRAR  
Second Party : DR CATALINA JUANEDA VICE RECTOR UIB  
Stamp Duty Paid By : PROF S M SAJID REGISTRAR  
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.....Please write or type below this line.....

AGREEMENT OF COOPERATION SIGNED ON THE ONE HAND BY JAMIA MILLIA ISLAMIA REPRESENTED BY THE REGISTRAR PROF. S. M. SAJID, HEREAFTER "JMI" AND ON THE OTHER HAND, THE UNIVERSITY OF THE BALEARIC ISLANDS, HEREAFTER THE "UIB", REPRESENTED BY THE VICE-RECTOR FOR INTERNATIONALIZATION AND COOPERATION, DRA. CATALINA JUANEDA SAMPOL, ON BEHALF OF THE RECTOR, DRA. MONTSERRAT CASAS AMETLLER, BY REASON OF THE AGREEMENT MADE BY THE UNIVERSITY COUNCIL OF THE UIB ON 31 JANUARY 2013, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**Statutory Alert:**

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
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## **DECLARATIONS**

### **FIRST.- THE JMI DECLARES:**

That Jamia Millia Islamia, a Central University created by an enactment of the Parliament of India (i.e the Jamia Millia Islamia Act, 1988) is a body corporate with a perpetual succession and a common seal (acting through its Registrar Sh. Prof. S. M. Sajid)

AND WHEREAS it is the statutory object of the Jamia Millia Islamia University to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of:

- (i) innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality,
- (ii) studies in various disciplines,
- (iii) inter disciplinary studies,
- (iv) national integration, secularism and international understanding.

### **SECOND.- THE UNIVERSITY OF BALEARIC ISLANDS DECLARES:**

That it is an institution governed by public law at the service of society, a separate legal entity with its own assets which administers the powers expressly attributed it by current (through) legislation,

Whose object it is to perform the public service of higher education through research, teaching and learning, in accordance with the functions attributed by article 1 of Organic Law 6/2001, of 21 December, on Universities (LOU).

That its legal residence is located at Son Lledó, Cra. de Valldemossa Km 7.5, 07122 Palma, Mallorca, Spain.

### **THIRD.- Both parties declare:**

NOW THEREFORE the Jamia Millia Islamia and the University of the Balearic Islands have intended, agreed and consented to the following terms and deeds in pursuance of a common intent to establishing academic cooperation programs, joining efforts and resources, sharing knowledge and information in order to strengthen the common and complementary capacities, ensuring a firm development of the activities of both institutions, it is their wish to exchange collaborative support as to the following:

#### **FIELD OF COOPERATION:**

- A).- Faculty exchange in order to participate in conferences, symposia, workshops and research and teaching seminars to consolidate academic relations.
- B).- Short-term faculty exchange to contribute to the consolidation of high-quality training programs for Human Resources.
- C).- Faculty and administrative exchange to support research projects and programs.
- D).- Counseling exchange concerning aspects of either academic or administrative expertise or services for the improvement of the activities that are carried out within the institutions.

- E).- Establishment of channels of communication that allow the dissemination of scientific and cultural activities.
- F).- Collaborations in the sharing of academic data, scientific and technological information, intellectual property, articles and publications.
- G).- Exchange undergraduate and postgraduate students according to the programs offered by each one of the participating Institutions.

In accordance with the terms and conditions herein set forth, both parties willingly agree to accomplish the above mentioned.

## C L A U S E S

**FIRST.-** The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.

Both parties undertake to present specific work programs to collaborate in tasks of common interests, which if approved by both institutions will require a separate document, elevated to the category of specific cooperation agreements.

**SECOND-** The above specific work programs will accurately describe the tasks to be carried out as well as all data and documents necessary to determine exactly the reasons, objectives and the full implications of each of the programs, and the financial terms stipulated, which should be adequately balanced in terms of the benefits and obligations for both parties.

**THIRD.-** Concerning every specific cooperation agreement that the first clause makes reference to, it will be emphasized that the staff assigned from each institution to perform joint tasks will remain completely under the guidance of and dependence on the institution they are currently working at, whether they render their services outside the facilities of such institution or to the ones they have been assigned.

**FOURTH.-** The parties to this Memorandum may, by mutual consent, add modify, amend, delete review or revise any term (s) and condition (s) of this Agreement.

**FIFTH.-** The intent and implementation of this Memorandum is **SUBJECT** to the policies of the respective States and the laws of the land.

**SIXTH.-** If during the program's execution the staff involved come from other institutions, they will always remain under the guidance of and dependence on those institutions. Thus, their participation won't give rise to work relations neither with the "JMI" nor with the "UIB".

**SEVENTH.-** In case they cannot fairly provide totally or partially such resources, both parties will try to get from other institutions and government departments or international organizations jointly or separately the resources necessary for the development of programs related to the specific cooperation agreements.

**EIGHTH.-** Each of the specific cooperation agreements the first clause refers to, will contain the terms necessary to regulate copyright concerning materials made as a result of collaborative work and the industrial kind (patents, invention certificates and model register or industrial drawing, etc.), that may arise from the research work.

**NINTH.-** This agreement shall in the first instance be valid and binding for a term of three (3) years effective as of the signing of this agreement and may be extended under request of both parties for another three years. However, this agreement can be terminated when both parties determine to do so by mutual agreement or by either side by giving a notice of six months to that effect in writing. However, notwithstanding the Notice of the intent to terminate the Memorandum, all rights, obligations and corresponding duties flowing and subsisting therein shall be respected and mandated till the finalisation and accomplishment thereof.

**TENTH.-** The parties to this Memorandum of Understanding undertake to treat as “**confidential and privileged**” information of the other institution which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

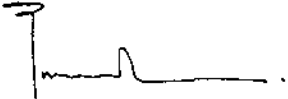

**ELEVENTH.-** This Memorandum of Understanding shall require the ratification of the competent academic / executive body of both the institutions.

**TWELFTH.-** Upon termination of this agreement, both parties agree on complying with each of the terms this document consists of and that have not been accomplished by the date of termination of the agreement.

**THIRTEENTH.-** General, administrative and academic information, which derives from this agreement, should be addressed as appropriate for “JMI” to THE REGISTRAR and as appropriate for the “UIB”, to the Vice-Rector’s Office responsible for International Relations.

Having read the present agreement and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

Signature at New Delhi on this the .... Day of February, 2013.

<p>The Jamia Millia Islamia</p>  <p>Sh. Prof. S. M. Sajid Registrar</p>	<p>The University of the Balearic Islands</p>  <p>Dra. Catalina Juaneada Sampol Vice-Rector for Internationalization &amp; Cooperation</p>
