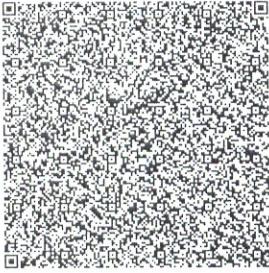


## INDIA NON JUDICIAL

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**MEMORANDUM OF UNDERSTANDING (MOU)**  
between  
**South Asian University, New Delhi**  
and  
**Jamia Millia Islamia, New Delhi**

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South Asian University with its headquarters in New Delhi, India (hereinafter referred to as 'SAU') and the Jamia Millia Islamia (hereinafter referred to as 'JMI') established under the Statute/laws of an act of the Indian Parliament, situated in New Delhi hereby agree to the following:

**Article 1**

**Objectives**

The MOU, while seeking to facilitate the broad academic objectives of each institution and to promote better understanding between its academic community, shall strive towards the following among others:

- a. enhancing learning in the South Asian Community that promotes an understanding of each other's perspectives and strengthen regional consciousness;
- b. providing liberal and humane education to the brightest and the most dedicated students of South Asia so that a new class of quality leadership is nurtured;
- c. enhancing capacity building of the South Asian nations in science, technology and other areas of higher learning vital for improving their quality of life; and
- d. contributing to increase of knowledge about the rich cultural heritage of the region while respecting diversity through research and promotion works of literature, folklore, performing arts, fine arts, diminishing arts, the classical literatures and arts as also of traditional knowledge systems and the dissemination of the same.



## **Article 2**

### **Areas of Cooperation**

- a. Both sides will, in order to achieve objectives set out in Article 1, jointly develop collaborations/work plans that describe more specifically the activities to be carried out from time to time.
- b. Both sides will, while developing collaborations/work plans take into account, their mutual areas of interest, felt need for the available expertise and facilities, availability of funds and feasibility for sustained implementation.
- c. The envisaged areas of cooperation and collaboration may be as follows :
  - i. Exchange of faculty members;
  - ii. Exchange of students, scholars, teachers and experts;
  - iii. Joint research programmes and publications;
  - iv. Mutual sponsoring and participation in academic seminars and meetings;
  - v. Organization of joint conferences, exhibitions and seminars;
  - vi. Exchange of academic publications, materials and information;
  - vii. Special short-term academic programmes;
  - viii. Exchange of administrative personnel;
  - ix. Joint cultural programmes.
  - x. Joint teaching;
  - xi. Joint conferences/seminars/workshops;
  - xii. Summer and winter schools
  - xiii. Examine the possibility of mutual recognition of educational qualifications;
  - xiv. Any other activity as agreed by both parties.

## **Article 3**

### **Implementation**

- a. The terms of the specific research collaboration/programmes or work plans and its funding mechanisms under this MOU shall be mutually discussed and agreed upon in writing by both sides prior to its initiation.
- b. Each side shall designate a Coordinator/Liaison Officer to develop and coordinate specific activities or programmes.





#### **Article 4**

##### **Funding and Finance**

- a. Both sides shall decide their funding mechanism through mutual consultations and discussions.
- b. Both sides shall endeavor to, jointly or independently, explore funding from third parties through Governmental or non-Governmental funding agencies.
- c. As a general rule and unless otherwise agreed, normally the home University/Institution will have the responsibility of meeting the travel and other incidental expenses and host University/Institution will have the responsibility of local hospitality in terms of accommodation, boarding to facilitate the academic (faculty, students and staff) exchange.

#### **Article 5**

##### **Academic Exchange Requirements**

In case of academic exchange programmes, specifically with regard to student exchanges, host university/institution will have the right to accept or reject the nomination based upon its admission policy and also based upon the suitability of the academic qualifications of the student to the nominated programme of study.

#### **Article 6**

##### **Intellectual Property Rights**

- a. Unless otherwise agreed specifically in writing, all rights, title and interests in any studies, reports, data sets, research and other materials conducted on a joint/collaborative basis based on the present MOU shall belong to both sides.
- b. Publications and research outcomes jointly produced by both sides shall be disseminated, or published upon mutual agreement. Prior to publication or dissemination of the joint/collaborative research outputs both sides shall decide upon obtaining appropriate intellectual property rights after mutual consultation and after recognizing the rights of collaborating institutions and donors, as the case may be.



## **Article 7**

### **Institutional Autonomy**

Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other, in carrying out the MOU, unless otherwise mutually agreed to.

## **Article 8**

### **Privileges and Immunities**

Nothing relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the South Asian University of either party.

## **Article 9**

### **Use of Name and Emblem**

Neither side shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and /or affiliates, or an abbreviation thereof, without the express prior written approval of the other party in each case. In no event will authorization to use the South Asian University name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by SAU of Partner programmes, activities, services, etc.

Nothing in this MOU grants to partner the right to create a hyperlink to the website of either Party and/or the website of SAARC. Such link may be created only with prior written authorization of the other Party.



## **Article 10**

### **Amendments and Interpretation**

- a. The MOU may be amended by both sides by mutual consent through exchange of written communications/letters by designated competent authorities as per their rules and regulations. No amendment so carried out shall have any effect unless the said amendment is carried out in writing.
- b. Any amendment effected through above procedure shall form an integral part of the MOU.
- c. Any difference in interpreting or working of the MOU shall be resolved through mutual consultations.

## **Article 11**

### **Final Clauses**

- a. The MOU shall come into effect from the date of signature by the competent designated authorities of the respective institutions/universities.
- b. The MOU shall remain in force for a period of three years from the date of its signature.
- c. The MoU may be renewed on mutually acceptable terms after being reviewed and renegotiated by both Parties.
- d. This MoU may be terminated by either side by giving a six (6) months' Notice 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 finalization and accomplishment thereof.
- e. The Parties to this MoU 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.
- f. This MoU shall require the ratification of the competent academic/executive body of both the Parties.





- g. The Parties agree that this MoU shall enter into force on the basis of goodwill and shall have no legal binding. Nothing mentioned in this Memorandum of Understanding shall deem to constitute partnership between the signing Parties appointing one party as an agent of the other.
- h. Article 6, Article 9, Article 11(e) and Article 11(g) shall survive the termination/expiry of this MoU.

In witness thereof the authorized representatives whose names are shown below have signed this MOU in two originals copies in English on behalf of their respective institutions/universities at the place and on date mentioned below:

.....  
**Dr. Kavita A. Sharma**  
President  
South Asian University  
New Delhi, India

.....  
**Prof. Talat Ahmad**  
Vice Chancellor  
Jamia Millia Islamia  
New Delhi, India

**Dated:** August 18, 2016

**Dated:** August 18, 2016

**Witnesses**

1)

1)

2)

2)