

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA
AND
SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY, INDIA
(ON 07/11/2018)

THE UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA (hereinafter referred to as "UTM"), an institution of higher learning established under the Universities and University Colleges 1971 whose address is at 81310 UTM Johor Bahru, Johor, Malaysia and shall include its lawful representatives and permitted assigns; **AND SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY** whose address is at Rajiv Gandhi Road, Chennai – 600 119, Tamilnadu, India and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

- A. UTM is an established University which strives to enhance and strengthen its research, development and Innovation (R&D&I) and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance the same.
- B. The Sathyabama Institute of Science & Technology, India is an established university founded in 1987 as Sathyabama

Engineering College by Dr. Jeppiaar. It was formerly known as Sathyabama University and Sathyabama Institute of Science and Technology (SIST).

- 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.

HAVE 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 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, endeavour to take

necessary steps to encourage and promote co-operation in the following areas:

- (a) Education and research;
 - (b) Further training of staff;
 - (c) Exchange of lecturers;
 - (d) Exchange of students;
 - (e) Exchange of scholarly materials and information; and
 - (f) 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 "confidentiality", "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, 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 V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation 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

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 Universiti Teknologi Malaysia, Malaysia or the Baoding University, China 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 Teknologi Malaysia:	UTM International Universiti Teknologi Malaysia 81310 UTM Johor Bahru, Johor Johor Darul Takzim Email: international@utm.my Tel: +607-5533333 Fax: +607-5536847
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**To Sathyabama Institute of Science
& Technology:**

International Office
Sathyabama Institute of
Science & Technology (SU)
Rajiv Gandhi Road, Chennai –
600 119, Tamilnadu, India

Email:
provc@sathyabamauniversity.ac.in

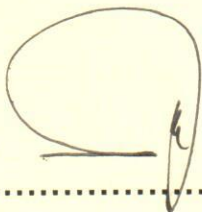
Tel : 044 - 2450 3150 / 51 / 52 / 54 / 55

Faks : 044 - 2450 2344

The foregoing record represents the understandings reached between the Universiti Teknologi of Malaysia, Malaysia and the Baoding University, China upon the matters referred to therein.

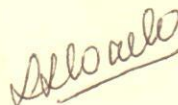
Signed in duplicate at on this th 07 day of Nov. in the year 2018 in 2 (.....) original texts, (.....) each in the English and all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE UNIVERSITI
TEKNOLOGI MALAYSIA**



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**Prof. Datuk Ir. Dr. Wahid
Bin Omar
Vice Chancellor
Universiti Teknologi Malaysia**

**FOR THE SATHYABAMA
INSTITUTE OF SCIENCE &
TECHNOLOGY, INDIA**



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**Dr. S. Sundar Manoharan
Vice Chancellor Sathyabama
Institute of Science &
Technology**

