



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed at Board Room of MNIT Jaipur on 25<sup>th</sup> of September 2017 between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur**, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

**Ostbayerische Technische Hochschule Amberg-Weiden (Technical University of Applied Sciences)** located at Kaiser-Wilhelm-Ring 23, 92224 Amberg, Germany (hereinafter referred to as **OTH Amberg-Weiden**).

Whereas

**Malaviya National Institute of Technology, Jaipur** is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

**Ostbayerische Technische Hochschule Amberg-Weiden** is a young, dynamically growing, innovative university. Located in the heart of Eastern Bavaria, it holds ties to many institutions of higher education as well as to partners from business and industry both from Germany and abroad. Its academic programmes are based on current research in the fields of engineering and economics and combine sound theoretical knowledge with practical application.

### **1. Scope of MoU:**

Main objective is to provide the students of both Universities with a practically oriented, theory-based education in cooperation with their partners from business and industry.

Due to this, both the parties in principle plan to work in the following areas of collaboration:

- a) Student and faculty exchange,



- b) Partnering and supporting each other through joint research initiatives/projects,
- c) Offering joint courses/programs in areas of common interest,
- d) Other academic/professional activities such as organizing conferences/seminars

Both Parties will agree on individually planned activities in a timely manner. In particular, they will reach an agreement in writing on points b) and c) above prior to the commencement of said activities.

## **2. Commencement and Validity:**

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of three years (03), thereafter extendable upon review of activities and mutual interest.

## **3. Financing**

With regard to financing, both Parties agree to coordinate each activity individually.

## **4. Terminations:**

4.1 In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three months' notice in writing sent by registered post or Speed Post or Courier.

4.2 Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:

4.2.1 Any of the parties commits a breach of any of the terms or conditions of this Memorandum of Understanding.

4.2.2 Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.

4.2.3 Any party does not perform the obligations as per the contract willfully for a period of one month or for a total period of one month in any one period of twelve calendar months.

4.2.4 Any of the parties is guilty of any conduct which is legally prejudicial to the contract's interests.

4.2.5 No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of each Party.



**5. Notice**

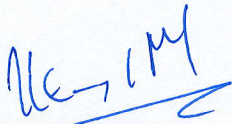
Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

**6. Written-form Clause**

Any changes and amendments to this MoU shall be made in writing. No ancillary verbal agreements have been made.

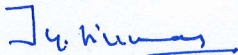
In witness thereof the parties have set their hands and seal on the day month and year first written.

For  
**Malaviya National Institute of Technology,  
Jaipur, India**



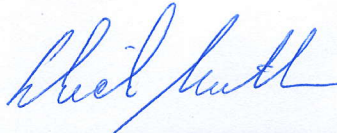
**Director MNIT Jaipur**

**Prof. Udaykumar R Yaragatti**



Witness: 1) Prof. Jyotirmay Mathur

For  
**Ostbayerische Technische Hochschule  
Amberg-Weiden, Germany**



**Vice President OTH Amberg-Weiden**

**Prof. Dipl.-Ing. Ulrich Müller**

Witness: 1) Prof. Dr. Frank Späte

