

DATED June 2020 ~~2019~~²⁰

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY (1)

and

COVENTRY UNIVERSITY (2)

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made on June 20 20

20
~~2019~~

BETWEEN:

- (1) **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY** of JLN Marg, Jaipur 302017, Rajasthan, India ("**MNIT**"); and
- (2) **COVENTRY UNIVERSITY** a higher education corporation whose administrative offices are situated at Priory Street, Coventry CV1 5FB, UK ("**Coventry**").

1. This Memorandum of Understanding ("**MOU**") outlines the principal requirements of each party, which will subsequently be included in a more detailed formal agreement or agreements (the "**Agreement**"). The Agreement shall set out the legally binding terms and conditions for the parties.

2. This MOU is also intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The purpose of this MOU is as follows:

- 2.1. to discuss potential Cotutelle/Dual awards between the parties;
- 2.2. to discuss and develop areas of potential joint research, including joint research bids;
- 2.3. to discuss, with a view to developing, staff and student mobility between both parties
- 2.4. to conduct seminars and workshops
- 2.5. to undertake cultural exchange through mutual assistance in the areas of education and research.
- 2.6. to share new technologies and new methods of management through extension and other programs.
- 2.7. to seek funding opportunities for joint activities which provide mutual benefit to each institution's teaching, research, and outreach programs

3. Program Management

3.1 **Coventry** and **MNIT** jointly agree to develop and establish provisions for program implementation that will serve the mutual interest of both institutions.

3.2 It is understood that the details of joint activities, conditions for utilization of results achieved, and arrangements for specific visits, exchanges and other forms of cooperation will be negotiated for each specific type of activity.

3.3 It is also understood that financial arrangements will be negotiated in each specific type of activity and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting the exchange and collaboration. The contact and exchanges between the two parties shall be on the basis of friendship, equality, and mutual assistance.

3.4 The linkage program at **Coventry** will be supervised by a designated department. The program at **MNIT** will be under the jurisdiction of **MNIT Jaipur**, India.

- 3.5 The activities under this understanding will be reviewed on an annual basis as mutually agreed and plans for future activities will be developed each year immediately following the review.
4. This MOU is not intended to constitute a legally binding agreement. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.
 5. Neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.
 6. This MOU shall commence on the date stated at the head of this MOU and shall expire five (5) years thereafter unless:
 - 6.1. both parties agree and confirm in writing that it should continue; or
 - 6.2. either party terminates this MOU prior to the expiry date by the service of a six (6) weeks' written notice of termination.
 7. Each party shall bear its own expenses and costs with regard to all discussions and activities between the parties.
 8. The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency for the purpose of inducing such official or candidate to misuse his political office in favour of either party.

Signed for and on behalf of)
 MALAVIYA NATIONAL)
 INSTITUTE OF TECHNOLOGY)

UUM

Name: *Prof. Udaykumar R. Jaragatti*
 Position: *Director, MNIT, Jaipur*
 Director
 Date: *Malaviya National Institute of Technology Jaipur*
 JAIPUR-302017 (Rajasthan)

Signed for and on behalf of)
 COVENTRY UNIVERSITY)
)

Name: *JOHN LATHAM*
 Position: *VICE-CHANCELLOR*
 Date: *03.02.2020*