MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY DELHI, INDIA
AND
UNIVERSITI TEKNOLOGI MALAYSIA

THIS MEMORANDUM OF UNDERSTANDING ("hereinafter referred to as MOU") is made and entered into this 2020 between INDIAN INSTITUTE OF TECHNOLOGY DELHI, INDIA a public university (hereinafter referred to as "IIT") having its registered address at IIT Campus, Hauz Khas, New Delhi, Delhi 110016, India and for the purpose of this MOU is represented by of one part;

and

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Universities and University Colleges Act, 1971 and for the purpose of this MOU is represented by Faculty of Engineering having its address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Takzim, (hereinafter referred to as "UTM"), of the other part.

IIT and UTM shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS,
A. IIT is founded in 1961 in New Delhi city, established as College of Engineering in 1961, the Institute was later declared as an Institution of National Importance under the "Institutes of Technology (Amendment) Act, 1963" and was renamed as "Indian Institute of Technology Delhi". It was then accorded the status of a Deemed University with powers to decide its own academic policy, to conduct its own examinations, and to award its own degrees. Since its inception, over 48000 have graduated from IIT Delhi in various disciplines including Engineering, Physical Sciences, Management and Humanities & Social Sciences. Of these, nearly 5070 received Ph.D. degrees.

B. UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.

C. The Parties hereby agree to enter into this MoU to declare their respective intentions, to promote exchange and cooperation in education and research as well as to establish and strengthen the basis of co-operation and collaboration between the Parties upon the terms as contained herein.
NOW IT IS HEREBY UNDERSTOOD AND WITNESSETH as follows:

ARTICLE 1: OBJECTIVE

The Parties, subject to the terms of this MoU 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 2: GENERAL AREAS OF COOPERATION AND COLLABORATION

2.1 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:

2.1.1 Collaborative research projects;
2.1.2 Collaborative students’ supervision projects;
2.1.3 Joint conferences and seminar;
2.1.4 Exchange and joint information, publication and materials for academic and research purposes;
2.1.5 Exchange of raw materials and research facilities between universities.
2.1.6 Exchange of students, visiting professors and researchers; and
2.1.7 Any other activities which are mutually agreed by both parties in future.

2.2 The term of such mutual cooperation of each programme and activity enumerated above are not exhaustive and the parties may agree to include such other programmes or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.

2.3 This MOU will not give rise to any financial obligation by one party to other. Each party will bear its own cost and expenses in relation to this MOU.

2.4 For the purpose of implementing the co-operation in respect of any areas stated in article 2.1 the parties will enter into legally binding agreement subject to terms and conditions as mutually agreed upon by the parties.
ARTICLE 3: DURATION AND TERMINATION

3.1 This MOU shall commence on the date of execution of the same and shall remain in force for duration of five (5) years and shall continue to remain in force by mutual agreement between the parties.

3.2 Each party may to terminate this MOU by providing three (3) months’ notice in advance to the other party.

3.3 Where such termination occurs, the provision of this MOU shall continue to apply to on-going activities until their completion and each Party accordingly shall return any documents retained by the same to its original owner.

ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES

4.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation or any kind between the parties or so to constitute either party as the agent of the other.

4.2 Notwithstanding any obligations of the parties constrained herein, this MOU 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.

4.3 Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

4.4 Further agreement concerning any programmes shall be entered into prior to the commencement of the activities or programmes. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.

ARTICLE 5: SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
ARTICLE 6: GENERAL

6.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.

6.2. Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

6.3 The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE 7: NOTICES

Any communication under this MoU 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 the INSTITUTE OF TECHNOLOGY DELHI, INDIA or the UNIVERSITI TEKNOLOGI MALAYSIA, 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 IIT: Prof. K K Pant, address Department of Chemical Engineering, IIT Campus, Hauz Khas, New Delhi 110016, India.

To UTM: Prof. Ir. Dr. Mohd Fadhil Md Din; Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Takzim; mfadhil@utm.my; +6019-7347878
IN WITNESS WHEREOF The Parties hereto have executed this MoU on the Day And Year First Above Written:

SIGNED by

For and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA

Assoc. Prof. Dr. Mohd Ismid Md Said
Pro Vice Chancellor
International

Date:

In the presence of

Prof. Ir. Dr. Mohd. Fadhil Md. Din
Director
UTM Campus Sustainability

SIGNED by

For and on behalf of
INSTITUTE OF TECHNOLOGY DELHI

Prof. Naveen Garg
Dean
Alumni & International Affairs

Date:

In the presence of

Prof. K K Pant
Department of Chemical Engineering,
IIT Campus, New Delhi