

Memorandum of Understanding

Between

“AUREL VLAICU” University of Arad, Romania

AND

Sikkim Manipal Institute of Technology, Sikkim, India

PREAMBLE Aurel Vlaicu University of Arad, Romania and Sikkim Manipal Institute of Technology, Sikkim, India agrees to the following protocols governing their collaboration on academic and research related activities.

1. SCOPE OF THE MOU

- 1.1 Each institution may offer opportunities to the other for activities and programs, such as teaching, research, and Study abroad program of students, exchange of faculties and students, and staff development that will foster a collaborative relationship.
- 1.2 Specific Activities: Specific activities and programs implemented under the authority of this MoU and as decided from time to time on the topics of mutual interest of different departments of Aurel Vlaicu University of Arad and SMIT shall be subject to availability of funds and the approval of each institution's authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) collaborative educational and research activities; (b) academic interactions leading to reform in curriculum; (c) exchange of faculty members and advanced graduate and postgraduate and PhD students for research, lectures, and discussions; (d) accepting students from the other institution for study abroad program; (e) Joint guidance in projects/thesis; (f) participation in seminars and academic meetings; (g) accessibility to sophisticated instruments; (h) exchange of academic materials, sharing e-resources, publications and other information; and (i) special, short-term academic/training programs.
- 1.3 *Separate Agreements:* Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatories, describing the terms of arrangement, including budgets. Each party will designate a Nodal Officer to develop and coordinate specific activities or programs.



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2. The activities under the linkage as described below for the collaborations, which form the schedule to this memorandum of understanding. The schedule may be amended by mutual consents and such amendment will be part of this MOU.
3. Each institution will provide support to the students for study abroad program by allowing students from other institution to join in the respective courses, duly forwarded by the parent institution to pursue their study for six month/one year. For this purpose the host institution will offer a concession of its course fee to students of the other institution as fits suitable to both the institutions. The travel, accommodation and other required charges during this study abroad program will be borne by the student. The host university will also provide non-financial assistance to the students for obtaining their visas.
4. Researchers of the participating institutions (AUREL VLAICU UNIVERSITY OF ARAD and SMIT) will submit collaborative research projects to various national and international funding agencies in the area of mutual interest and expertise.
5. The laboratory and library facilities of one institute will be made available free of cost to the research scholars and faculty members of the other institution during mutually agreed suitable times. In this case the travel and the local hospitality charges will be borne by the user institute preferably from the project fund if any or from any other fund considered appropriate by the respective institute.
6. The faculty members of the each of the institute may be invited as visiting faculty/adjunct faculty to teach part of the courses at the other institution without prejudice of their work and responsibility at their parent institution. Cost involved in this regard will be borne by the host institute.
7. Both the participating institute will jointly organize national and international conferences/seminars/workshops.
8. In case of any joint research findings, patents, projects and all other intellectual property rights shall be owned jointly by AUREL VLAICU UNIVERSITY OF ARAD and SMIT.
9. The expenditure involved in securing and maintaining the intellectual property rights resulting from the collaborations between AUREL VLAICU UNIVERSITY OF ARAD and SMIT will be shared proportionately based on their intellectual material and financial contributions.

10. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT:

- 10.1. The agreement shall be effective from the date of signing and shall recur in force for a period of 5 years from said date.
- 10.2. The agreement shall be deemed to expire on completion of the period as in provision unless extended by both the institutions.
- 10.3. This Memorandum of Understanding shall be valid for a period of five (5) years from the date of signing and shall be extended, shortened or amended by mutual consent. For withdrawal from this agreement, a given party shall provide a six (6) month written notice. In any event students



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and faculty already within programs shall be allowed to complete their particular ongoing programs.

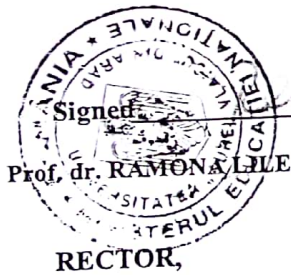
10.4. In the event of termination of the agreement the right and the obligations of the parties thereto shall be settled by mutual discussion.

10.5. The agreement arrived at between the parties for utilization of intellectual property shall survive the termination of agreement.

11. Any article in the MOU can be modified or amended by mutual consent and agreement between both the institutions.

12. ARBRITATION:

The partners agree that this MoU is on the basis of goodwill and shall not be legally bounded. In the event of any dispute or differences between the parties arising out of or in connection with this agreement, such dispute or differences shall be mutually referred to the sole arbitration of heads of both the institutions. The heads of the institutions shall endeavour to resolve such controversy or dispute by mutual discussions and in good faith.



RECTOR,
AUREL VLAICU University of Arad, Romania



Signed _____

09 Sep 17
Prof. Dr. Director, SMIT, India
Director
Sikkim Manipal Institute of Technology
Majitar, Rangpo - 737136
East Sikkim

DIRECTOR, SMIT, SIKKIM, INDIA

Witnesses from AUREL VLAICU University of Arad,
Romania.

1. Prof.dr. ing. Valentina Emilia Balas

Valentina Emilia Balas
9/9/17

Witnesses from SMIT, Sikkim, India

1. Col. (Dr.) S. T. Veetil, Joint

Director, SMIT, India

2. Dr. S. Savapondit, Head ICC,

SMIT, India.