



**SMIT** SIKKIM  
MANIPAL  
UNIVERSITY  
SIKKIM MANIPAL INSTITUTE OF TECHNOLOGY



**Uczelnia  
Jana  
Wyżykowskiego**

**Memorandum of Understanding**  
**Between**  
**Sikkim Manipal Institute of Technology, Sikkim, India**  
**AND**  
**Jan Wyżykowski University, Poland**

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**PREAMBLE:** Jan Wyżykowski University, Poland and Sikkim Manipal Institute of Technology (SMIT), 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 speeches, research, and internship of students, exchange of faculties and staff development that will foster a collaborative relationship. This MoU will be treated valid for all activities in the various scientific areas available in both the organizations.

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 Jan Wyżykowski University and SMIT shall be subject to availability of funds of the parent institution and the approval of each institution's authorized representative. The institutions contemplate implementation of programs or activities such as: (a) collaborative educational and research activities; (b) short term exchange of faculty, staff members and students for research, lectures and discussions; (c) accepting students from the other institution for internship programs and (d) jointly organized events such as seminars, conferences, short-term academic/training programs.

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. Researchers of the participating institutions (JAN WYŻYKOWSKI UNIVERSITY and SMIT) will submit collaborative research projects to various national and international funding agencies in the area of mutual interest and expertise.
4. The faculty members of the each of the institute may be invited for a short visit at the other institution. The cost of travel will have to be arranged by the faculty/parent organisation and the accommodation, food and local transport (except air tickets) of the visiting faculty will be supported by the host institute based on the funds available.
5. Both the partner institutes will accept students for internship from the other partner institute for one to four months duration duly forwarded by the respective international offices. The travel, accommodation, insurance and other not specified charges during this internship program will be borne by the student. The host university will also provide non-financial assistance to the students in obtaining their visas.
6. Both the partner institute will jointly organize national and international conferences/seminars/workshops and assisting the researchers from the other organisation in publishing their research papers under reputed publishing houses such as Springer, IGI Global etc.
7. In case of any joint research findings, patents, projects and all other intellectual property rights shall be owned jointly by JAN WYŻYKOWSKI UNIVERSITY and SMIT.
8. The expenditure involved in securing and maintaining the intellectual property rights resulting from the collaborations between JAN WYŻYKOWSKI UNIVERSITY and SMIT will be shared proportionately based on their intellectual material and financial contributions.
9. Each party shall designate officials or offices to serve as liaison for implementing this Agreement. For JAN WYŻYKOWSKI UNIVERSITY and the contact will be Dr. Zdzislaw Polkowski (tel. +48 512 084 372, e-mail: [z.polkowski@polkowski.com.pl](mailto:z.polkowski@polkowski.com.pl)). For Sikkim Manipal Institute of Technology, the contact will be Prof. Dr. Samarjeet Borah, (tel. +918900399556, e-mail: [samarjeet.b@smit.smu.edu.in](mailto:samarjeet.b@smit.smu.edu.in)) and Dr. Santonu Savapondit (tel. +919933046471 e-mail: [santonu.s@smit.smu.edu.in](mailto:santonu.s@smit.smu.edu.in)) .

#### **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 3 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 3 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 months written notice. In any event students 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 the agreement.

11 This MoU will not have any **financial obligations to both the partner 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 the 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.

**R E K T O R**

*dr Włodzisław Olszewski*

Signed \_\_\_\_\_

Jan Wyżykowski University, Poland

UCZELNIA JANA WYŻYKOWSKIEGO  
ul. Skalników 6 b; 59-101 Polkowice  
tel. (76) 746 53 53; NIP 692-23-02-020  
ujw@ujw.pl

Signed \_\_\_\_\_

*[Signature]*  
Director 13/18  
Sikkim Manipal Institute of Technology  
Majitar, Rangpo - 737132 (Sikkim)

Director, Sikkim Manipal Institute of  
Technology, India

Witnesses

1.

*Dr. Zdzisław Polkowski*

2.

*Guelfina Sawmska*

Witnesses

1.

*Dr. Samarjeet Borah*

2.

*Dr. Santanu Samraonjit*