

Memorandum of Understanding between Vignan's Foundation for Science, Technology and Research & Mekelle University









February, 2018

This Memorandum of understanding is made and effective this day of December, 2017

BETWEEN: Vignan's Foundation for Science, Technology & Research <sup>\*</sup> (Deemed to be University) located in Andhra Pradesh, India strives to establish new standards in the field of technical education and to create an appropriate academic ambience encompassing traditional values and global standards.

AND:

**MEKELLE UNIVERSITY** is a government-rendered higher institution with an international reputation for teaching and research and with collaborative understanding with national and international sister institutions.

Whereas, Vignan's Foundation for Science, Technology & Research (Deemed to be University) i.e VFSTR collaborates with Mekelle University to set out opportunities and to create positive academic engagement between them. This Memorandum of Understanding includes the development of joint research activities, exchange programs for both students and faculty in terms of training and development,

Whereas, Mekelle University is interested to cooperate and agree to work in joint R&D projects of the above focus partnership areas, faculty exchange, technology acquisition, and strategic trainings.

Now therefore, the two parties reached an understanding to work together in accordance with the following terms and conditions.

### Article 1

### **Definition of Terms**

- 1.1 **Collaboration** the act of working together with the parties in order to achieve their desired common goals.
- 1.2 Memorandum of Understanding: -Means this agreement of cooperation including, all attachments and appendices thereto and all documents incorporated by reference therein.

# Article 2 Objective

- 2.1 The objective of this Memorandum of Understanding is to establish collaboration and partnership between the parties and maximizing cooperation to achieve their objectives and to work together in areas of Agriculture Engineering, Biotechnology, Chemical Engineering, Biomedical Engineering, Petroleum Engineering, Bioinformatics, Computer Science and Engineering, Electronics and Communication Engineering, Electrical and Electronics Engineering, Information Technology, Mechanical Engineering, Mechatronics, Food Processing Technology and other strategic areas of collaborations.
- 2.2 Collaboration under this Memorandum of Understanding shall not preclude the parties to enter other bilateral or multilateral cooperation activities covered in this Memorandum of Understanding.
- 2.3 This Memorandum of Understanding is preliminary, non-binding and non-exclusive statement of mutual intentions of the parties. Any binding commitment or legal obligation with respect to the implementation of this Memorandum of Understanding will require the execution of a separate and formal contract between the parties.

### Article 3

#### <u>Scope</u>

3.1 The primary scope of this agreement covers mutual alliance in providing development of joint research activities, student training and development, student exchange and in developing innovative solutions of mutual interest that will meet objectives of this Memorandum of Understanding.

#### Article 4

#### **Expectation and Benefits**

- 4.1 Create mutual understanding to enable broader outcomes for both Mekelle University and VFSTR.
- 4.2 VFSTR collaborates with Mekelle University to set out opportunities and to create positive academic engagement between them. This includes the development of joint research activities, student training and development, student exchange.

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4.3 Identify synergies between VFSTR and Mekelle University in sourcing professional services to provide specific technology training or to conduct research and development activities.

### Article 5

### The working relationship

Specific activities developed through this working relationship will come into effect the first day of signing by both parties.

Activities may include, but are not limited to:

- > sharing and development of relevant strategies in research and development,
- designing curriculum and mapping credits to facilitate student exchange,
- strengthening academic research and expertise through analysis of the existing portfolios and identification of leading groups in areas of interest to both the parties,
- vevents such as workshops/networking meetings/conferences to explore the research base in areas of interest to both the universities,
- faculty & research scholars exchange between both the universities,
- identification of opportunities for mutual use of facilities,
- evaluating the benefit of collaboration, and
- introductions to third parties that can assist in defining and scoping areas of interest to both the universities

### Article 6

#### **Management of the partnership**

6.1 The partnership will be managed through quarterly meetings by senior key representatives of the two entities or whenever needed. Regular communication channel will be established with designated points of contact from both the parties to ensure smooth operation of the agreement. The quarterly meeting will cover emerging areas of interest and review the collaborative activities in addition to analyzing the level of commitment between the parties.

### Article 7

### Confidentiality

7.1 Both parties should maintain confidentiality. No partner shall divulge any secret or special information to any person or firm during the continuance of the partnership or after its termination. Partnership agreements can only be disclosed to any person or firm by obtaining consent in writing from the other party. Both parties commit to maintain absolute confidentiality in all collaborative projects.

### Article 8

### Assignment or Transfer to third parties

8.1 The role and responsibilities of the parties under this Memorandum of Understanding are not assignable or transferable unless there's prior written approval of the parties.

### Article 9

#### Settlement of Disputes

9.1 The parties confirm that they will exercise good faith and efforts to resolve any disputes between them arising from or in connection with this Memorandum of Understanding through mutual negotiation and agreement.

### Article 10

#### Amendment

10.1 This memorandum of understanding can be amended by mutual consent of the parties at any time.

#### Article 11

#### **Termination**

11.11f either of the Parties wishes to dissolve the partnership, two months prior notice must be given in writing to the other Party, stating reasons for the termination.

## Article 12

### Effective Date and Duration of the Memorandum of Understanding

12.1This MOU shall come into effect on the date of signing; this day of......and is valid for the period of 5 years starting from the date of signing.

We the undersigned, as authorized signatories of the Parties to the Memorandum of Understanding, have read and accepted the terms of the Memorandum of Understanding. In witness whereof, we have signed this Memorandum of Understanding in two (2) originals in the English language.

For Vignan's Foundation for Science, Technology and Research (Deemed to be University) A.P, India For Mekelle University Tigray Ethiopia

Mr. L. Sri Krishna Deva Rayalu

Prof. (Dr.) Kindeya Gebrehiwot

President Vice Chairman Signature Signature

Date

h.301.7 Kelle Institute of Date

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