



## MEMORANDUM OF UNDERSTANDING BETWEEN

## MET'S INSTITUTE OF MANAGEMENT NASHIK, MAHARSHTRA, INDIA AND

## NORTH WEST UNIVERSITY SOUTH AFRICA

- The MET's Institute of Management, Nashik through the All India Council for Technical Education, New Delhi, incorporated under the Svitribai Phule Pune University, Pune and having its principal office at Bhyjbal Knowledge City, Adgaon, Nashik and the North-West University, South Africa, incorporated under the Higher Education Act, 1997 (Act No 101 of 1997), having its principal office at Office of the Registrar, Building F1, 11 Hoffman Street, Potchefstroom, 2531, South Africa, wish to collaborate on a pre-agreed basis, in order to benefit their respective research and teaching activities, and to further the internationalization of both institutions.
- The purpose of this Memorandum of Understanding (MoU) is to establish a framework within which co-operation may develop between the two institutions. This will occur within the context of the regulations and policies of each institution, subject to the availability of resources and on a preagreed basis.
- 3. Co-operation between the two institutions may include such activities as:
  - Exchanges of students and academic staff.
  - Joint research activities, including seminars, conferences and public lectures.
  - Exchange of publications, academic materials and other information.
  - Assistance in capacity building at North-West University.
  - Reciprocal participation in doctoral and research master's programs by staff members of the respective institutions.
  - Joint quality assurance and benchmarking.
  - Such other projects for mutual benefit that are agreed upon by both parties.
- Specific programmes or activities will be undertaken under this MoU only after a written agreement
  has been concluded by the institutions. The terms and conditions of each program or activity,
  including any financial arrangements, accommodation, subsistence, accreditation, travel expenditure

etc, shall be set out in a written agreement signed by an authorized representative of each institution. Normally, the home institution shall be responsible for air and local travel costs, accommodation and subsistence expenses, visa costs, and securing appropriate travel and medical insurance for their staff, and the host institution shall be responsible for reserving accommodation, transportation, work space, library and laboratory facilities, provided that the program is accepted by the both institutions.

- Both parties shall designate a liaison office for this MoU and for any subordinate agreements under this MoU. For MET's Institute of Management, Nashik, the point of contact shall be the Director of the institute. For North-West University, the liaison office shall be the Director: Global Engagement or an appropriate nominee.
- 6. The mode of ownership of research materials and research findings shall be clarified at the commencement of the MoU and any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions. If such collaborative research activities under this MoU result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
- Both Parties agree that prior written approval is required before using the other Party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
- 8. This MoU comes into effect when the last signatory signs. It will remain in effect for a period of five years from that date. Not less than six months prior to its expiry, the two institutions will review its operation and mutually decide whether or not to renew it. Any such renewal shall be signed by an authorized representative of each institution, and may include variations to this MoU.
- This MoU may be terminated by the written mutual consent of both institutions, or by either institution giving 60 days' written notice to the other institution.
- 10. The parties may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without the prior written consent of the other party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).
- This MoU may only be amended or modified by a written agreement signed by the representatives
  of each party.
- 12. This MoU places no financial or legal obligations on either of the institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 3 hereof.

Signed on behalf of North-West University:

Prof Robert J Balfour Deputy Vice-Chancellor Teaching and Learning

Date: 2019-11-21

Prof Robert J. Balfour Deputy Vice- Chancellor: Teaching and Learning North-West University Potchafstroom Campus Signed on behalf of the

MET's Institute Of Management:

For Mumba Educational Trust

Trustee

Title and name: Position:

Date: .....

Mumbal Educational Trust Bhujbal Knowledge City

> agaon Shiwar, Nashik-422003.