



# Memorandum of Understanding

between

University of Rajshahi

and

XXX

**The Memorandum of Understanding** is made on (date ...)

Between

**University of Rajshahi** (herein after referred to as Part A, and xxx, (hereinafter referred to as Party B), a public university of xxx, shall herein after be referred to as Party A & B respectively, each singularly shall be called Party A & Party B and jointly be called ‘the parties.’

WHEREAS

**Party A** is the second largest university in Bangladesh with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **University of Rajshahi** has established partnerships with various organizations. **University of Rajshahi** through its faculties and institutes offers undergraduate and postgraduate courses in various fields. **University of Rajshahi**, for the purpose of this Memorandum of Understanding, is being represented by its xxx and xxx.

The Parties shall work for their common benefits and agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

Now The Parties hereby agree as follows:

## ARTICLE 1 SCOPE OF COOPERATION

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party’s country, will endeavor to strengthen, promote and develop academic and research cooperation on xxx: Impact and Intervention between the Parties on the basis of equality and mutual benefit.

Each Party will endeavor to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following

activities attached in **Appendix A** of this Memorandum of Understanding.

The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved in the implementation of this Memorandum of Understanding may be changed from time to time with the mutual agreement of the Parties.

## ARTICLE 2

### **IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus; they shall be responsible of implementing the decisions overseeing the productive stay of the visiting students/experts and arrangements associated with their visits and ensuring that necessary approvals are in place,.

## ARTICLE 3

### **FINANCIAL ARRANGEMENT**

Under this Memorandum of Understanding, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budget.

Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fees for services rendered will be addressed on a case-by-case basis under separate agreements.

## ARTICLE 4

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorised organisation in the Parties' country.

The use of the name, logo and/or official emblem of **University of Rajshahi** or **XXX** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.

The intellectual property rights in respect of any technological development, products and services development, developed –

- I. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;

- II. solely and separately by **University of Rajshahi** or **XXX**, or any research results obtained through the sole and separate effort of **University of Rajshahi** or **XXX**, as the case may be, shall be solely owned by the Party concerned; and
- III. rights in intellectual property developed by students in the course of exchanges, collaborative research activities shall be dealt in accordance with the rules and regulations of the Parties.

The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research of the Parties.

## ARTICLE 5 EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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.

## ARTICLE 6 REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.

Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

## ARTICLE 7 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8  
**SETTLEMENT OF DISPUTES**

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

ARTICLE 9  
**DURATION AND TERMINATION**

This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of **xxx** years subject to review and modification as mutually agreed upon.

Thereafter, if the Parties wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.

Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying to the other Party its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

Article 10  
**GENERAL**

Any provisions of this Memorandum of Understanding found illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.

Neither Party must make false or misleading representations or statements.

Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.

The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.

Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned being duly authorized there to,  
have signed this Memorandum of Understanding.

Signed on this **XXX** in the year 2017 in TWO (2) original texts written in English.

**Signed for and on behalf of **XXX**:**

**Signed for and on behalf of the  
University of Rajshahi:**

.....  
.....  
**XXX**

.....  
.....  
University of Rajshahi

In the presence of-

In the presence of-

.....  
.....  
**XXX**

.....  
.....  
**XXX**

**APPENDIX A**

The List of Activities between **University of Rajshahi** and **XXX**

The following lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties:

- I. ....
- II. ....
- III. ....
- IV. ....
- V. ....
- VI. ....