

MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITI PERTAHANAN NASIONAL MALAYSIA, MALAYSIA

AND



SIVANATH SASTRI COLLEGE, INDIA

MEMORANDUM OF UNDERSTANDING

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UNIVERSITI PERTAHANAN NASIONAL MALAYSIA

AND

SIVANATH SASTRI COLLEGE

(ON 22nd December 2017)



THE UNIVERSITI PERTAHANAN NASIONAL MALAYSIA (hereinafter referred to as "**UPNM**"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Kem Sungai Besi, 57000 Kuala Lumpur and shall include its lawful representatives and permitted assigns; **AND SIVANATH SASTRI COLLEGE**, an undergraduate level degree college duly affiliated to the University of Calcutta and University Grants Commission (Under section 2(f) and 12(b) of UGC act, 1953), Govt. of India whose address is at 23/49, Gariahat Road, Calcutta-700029, India (hereinafter referred to as "**SNSC**") and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

- A. UPNM is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to compliment its educational excellence. UPNM has entered into various collaborative arrangements with other parties to enhance its research content. For the purpose of this Memorandum of Understanding, UPNM will be represented by Centre for Defence Foundation Studies (Pusat Asasi Pertahanan) (hereinafter referred to as "**PAP**");

- B. Sivanath Sastri College, is an established undergraduate college recognized by the University of Calcutta imparting liberal modern education in Commerce, Arts and Science subjects to the Women.
- C. 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.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

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 endeavour to strengthen, promote and develop co-operation in the field of academic research in Mathematics on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) to collaborate in organizing research, lectures and symposiums;
 - (b) exchange of research knowledge in Mathematics; and
 - (c) any other areas of co-operation to be mutually agreed upon by the Parties.
- 2. For the purpose of implementing the co-operation in respect of any areas stated in Paragraph 1 above, the Parties will enter into a legally binding agreement subject to the terms and conditions as mutually agreed upon by the Parties.

ARTICLE III

FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

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 V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of two (2) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Notwithstanding anything in this paragraph 1 and 2 above, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its intention to do so.
4. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UNIVERSITI PERTAHANAN NASIONAL MALAYSIA** or **SIVANATH SASTRI COLLEGE**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To UPNM : Director of Centre for Defence Foundation Studies
Centre for Defence Foundation Studies,
Universiti Pertahanan Nasional Malaysia,
Kem Sg Besi,
57000 Kuala Lumpur
mzay@upnm.edu.my
03-90574291

To SNSC : Principal,
Sivanath Sastri College,
23/49, Gariahat Road,
Calcutta-700029,
India
sivanathsastricollege@yahoo.in
033 2461 1236

ARTICLE VIII

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or it orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE IX

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 notification has been given to the other Party through diplomatic channels.

ARTICLE X

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation 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 through diplomatic channels, without reference to any third party or tribunal. The validity, construction, performance and effect of this Memorandum of Understanding shall be governed by the laws of Malaysia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Malaysia.

ARTICLE XI

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment will 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.


The foregoing record represents the understandings reached between the UNIVERSITI PERTAHANAN NASIONAL MALAYSIA and SIVANATH SASTRI COLLEGE upon the matters referred to therein.

Signed in duplicate at on this 22nd day of 12 in the year 2017 in(3) original texts,(3) each in the English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

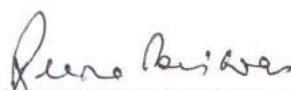
SIGNED by
For and on behalf of
UNIVERSITI PERTAHANAN
NASIONAL MALAYSIA

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GEN TAN SRI DATO' SERI
PANGLIMA HJ ZULKIFLI BIN
HJ ZAINAL ABIDIN
Vice Chancellor


In the presence of :-


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MEJ PROF. DR. MUHD ZU AZHAN BIN YAHYA
Director of Centre for Defence Foundation Studies

SIGNED by
For and on behalf of
SIVANATH SASTRI COLLEGE

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Dr. RUNA BISWAS
Principal

In the presence of:-


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Dr. SAYAN MUKHERJEE
Assistant Professor
Head, Department of Mathematics