

MEMORANDUM OF UNDERSTANDING BETWEEN

SAURASHTRA UNIVERSITY AND



UNIVERSITAS WIJAYA KUSUMA SURABAYA

No. PAR/1121/2018 No. 03/MOU/UWKS/III/2018

This Memorandum of Understanding (MoU) is made on this day 23rd March 2018

Between

Saurashtra University, an institution of higher learning established in Rajkot India, whose address is at Saurashtra University, Rajkot, Gujarat 360005, India and shall include its lawful representatives and permitted assigns of the first part;

And

Universitas Wijaya Kusuma Surabaya, a well established privat university in Surabaya Indonesia (hereinafter referred to as "**UWKS**"), whose address is at Jl. Dukuh Kupang XXV / 54 Surabaya, East Java, Indonesia and shal include its lawful representatives and permitted assigns of the second part;

The Two Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the term as contained herein;

SAURASHTRA UNIVERSITY AND UWKS HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to terms of this MoU 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 between the Parties on the basis of equality and mutual benefit;

2. AREAS OF CO-OPERATION

2.1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote cooperation in the following areas;

- a). Faculty and Student exchange;
- b). Training and Development Program;
- c). International Conference /Seminar;
- d). International Publication;
- e). Matching Grant Research;
- f). Any other areas of co-operation to be mutually agreed upon by the Parties from time to time;
- 2.2. For the purpose of implementing the co-operation in respect of any area in sub Clause 2.1. the Parties may enter into a legally binding agreement subject to term and conditions as mutually agree upon by the Parties.

3. FINANCIAL ARRANGEMENTS

- 3.1. This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2. Each party will bear its own cost and expenses in the implementation of this MoU.

4. CONFIDENTIALY

- 4.1. Each Party shall undertake to observe the secrecy of confidential informations received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2. For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) the the other Parties (the receiving Party) of this MoU involving technical, business, marketing, policy, know how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given in the circumstances of confidence.
- 4.3. All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. EFFECT OF MOU

This MoU serves only as a record of this Parties intentions and does not constitute, 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.

6. NO AGENCY

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

7. ENTRY INTO EFFECT AND DURATION

- 7.1. This MoU will come into effect on the date of signing and will remain in effect for a period of THREE (3) years.
- 7.2. This MoU may be extended for a further period as may be agreed in writing by the Parties.

8. COMPETENT AUTORITIES

The authorities responsible for the fulfillment of this MoU are the Vice Chancellor of Saurashtra University, Rajkot and Rector UWKS.

9. NOTICES

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of Saurashtra University, Rajkot or UWKS, as the case may be, shown below or to other such 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: Saurashtra University, Rajkot

Address : Saurashtra University, Rajkot, Gujarat 360005, India

Attn to : Vice Chancellor Tel. No. : +91 9099939409

To: Universitas Wijaya Kusuma Surabaya

Address

: Jl. Dukuh Kupang XXV / 54 Surabaya, East Java, Indonesia

Attn to

: Rector

Tel. No.

: +62315677577

Fax. No

: +62315679791

E-mail

: kerjasama@uwks.ac.id

kerjasama.uwks@gmail.com

The foregoing record represents the understandings reached between **Saurashtra University**, **Rajkot** and **UWKS**, **Surabaya** upon the matters referred to therein.

IN WITNESS WHEREOF this MoU has been duly signed in duplicate at Rajkot Gujarat India, on this day 23rd of March in the year 2018 in four (4) original texts in English language, all texts being equally authentic.

Signed for and behalf of SAURASHTRA UNIVERSITY, RAJKOT

Prof. Pratapsinh Chauhan

Vice Chancellor

Signed for and behalf of

UNIVERSITAS WIJAYA KUSUMA

SURABAYA

Prof . H. Sri Harmadji, dr.Sp.THT-KL(K)

Rector

Registrar

Dr. Dhiren Pandya

YAYASAN WIJAYA KUSUMA

Chairman,

Drs. Soedijatmiko, MM