

MEMORANDUM OF UNDERSTANDING

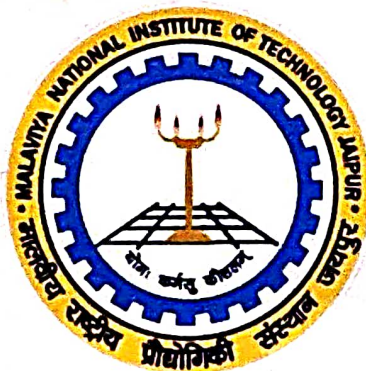
BETWEEN



UNIVERSITY OF
EASTERN FINLAND

UNIVERSITY OF EASTERN FINLAND, JOENSUU CAMPUS
Yliopistokatu 2 P.O. Box 111 FI-80101 Joensuu (FINLAND)

And



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lal Nehru Marg, Malviya Nagar, Jaipur, Rajasthan (INDIA) 302017

To collaborate with MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY (MNIT) JAIPUR, INDIA and UNIVERSITY OF EASTERN (UEF) FINLAND, JOENSUU CAMPUS, FINLAND, this Memorandum of Understanding (herein referred to as MoU) is signed on 28/10/2022 at Jaipur, INDIA and Joensuu, FINLAND through online video conferencing.

Between

University of Eastern Finland (UEF) represented by Prof. Kari Lehtinen Dean, UEF Joensuu Campus, Finland (herein after called "UEFJC" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the First Part.

And

Malaviya National Institute of Technology (MNIT) Jaipur represented by Prof. Rakesh Jain, Dean International Affairs, Malaviya National Institute of Technology Jaipur, (hereinafter called "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the Second Part.

UEF and MNIT hereinafter referred together as the "Parties" and each separately as the "Party".

Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic linkages between their two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

Provisions

1. Areas of Co-operation

The Parties will discuss opportunities for collaboration in the following areas:

- a) Partnering and supporting each other through joint research initiatives/projects;
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars and Symposia;
- c) Exchange of publications and other informational materials of mutual interest;
- d) Any other collaborative efforts the Parties consider to be appropriate from time to time.

2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subjected to a supplementary written agreement signed by authorised representatives of both Parties. Such agreements will set out the Parties' obligations, responsibilities, and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host country/host institution.

3. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MoU and therefore no financial liability is established against another party. Neither party shall enter into a contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

4. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No

partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

5. Confidentiality

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law. This provision is binding on the Parties and will survive five (5) years after the termination or expiry of this MoU.

6. Intellectual Property

No Ownership of Intellectual Property is transferred by this MoU.

7. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior

written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

8. Standards of Performance

The Parties agree that all obligations under this MoU and any agreement resulting from this MoU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

9. Termination

Amendments to this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this agreement. Either Party may terminate this agreement by giving three (3) months written notice. The termination of this MoU will not affect any activity or project that is the subject of a separate written agreement between the Parties unless the relevant agreement provides otherwise.

10. Effective Date and Duration of MoU

This MoU takes effect on the date the last Party signs this MoU and will continue for a period of 3 years only. The Parties may agree in writing to extend it for a further period to be determined.

11. Applicable Laws/ Governing Laws

This MoU shall be interpreted in accordance with the laws of the defendant.

12. Limitation of Liability

The liability of either Party arising in any way out of the subject matter of the MoU shall not extend to any indirect or consequential loss or damage. The liability of a Party shall in all cases be limited to 10000 (Ten thousand) euro. The limitations of liability set out herein shall not apply if the damage is caused by a wilful act or gross negligence. The Parties shall not be liable for damage caused by any delay or failure in the performance of the other Parties. The Parties shall not be liable for damage caused by any delay or failure due to force majeure.

13. Link Coordinators

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:

UNIVERSITY OF EASTERN FINLAND, JOENSUU CAMPUS, FINLAND

Name: Jyrki Saarinen

Title : Professor

Tel : +358 50 595 4348 (Mobile)

E-mail: jyrki.saarinen@uef.fi

Address: University of Eastern Finland, Joensuu Campus

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR, INDIA

Name: Dr. Ghanshyam Singh

Title: Professor

Tel: +91-2713431 (Office), +91-9549654233 (Mobile)

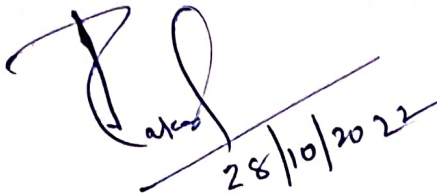
E-mail: gsingh.ece@mnit.ac.in

Address: Malaviya National Institute of Technology Jaipur, India

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this MoU, drawn up in two originals.

For
MALAVIYA NATIONAL INSTITUTE
OF TECHNOLOGY JAIPUR

For
UNIVERSITY OF EASTERN
FINLAND, JOENSUU CAMPUS



Prof. Rakesh Jain
Dean (International Affairs)
MNIT Jaipur

Dean (International Affairs)
Malaviya National Institute of Technology
Jaipur - 302 017 (Rajasthan)
Name and designation of signatory
(Witness)



Kari Lehtinen
Dean
UEF, Joensuu Campus, Finland

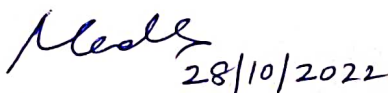
Name and designation of signatory
(Witness)



Prof. Ghanshyam Singh
(Professor, Department of Electronics and
Communication Engg.)



Prof. Jyrki Saarinen
Head of the Department of Physics and
Mathematics, UEF
Head of the Institute of Photonics, UEF
Vice Director (economic growth and other
societal impacts) of the PREIN Flagship



Dr. Madhu Agarwal
(Associate Dean, International Affairs)

Dean (International Affairs)
Malaviya National Institute of Technology
Jaipur - 302 017 (Rajasthan)



Prof. Pasi Vahimaa
The Institute of Photonics, UEF

