

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSIDAD DE GUADALAJARA (UDEG)**

Av. Juárez No. 976, Colonia Centro, C.P. 44100, Guadalajara, Jalisco, México

**AND**

**MIZORAM UNIVERSITY (MZU)**

TANHRIL, AIZAWL, MIZORAM – 796004

**Preamble**

THIS DEED OF MEMORANDUM OF UNDERSTANDING is made on the 4<sup>th</sup> day of March 2021 at Aizawl

**-AMONG-**

**MIZORAM UNIVERSITY (MZU)** was established by an Act of Parliament (No. 8 of 2000) and it became functional from 2<sup>nd</sup> July 2001. The University is located at Aizawl, the capital city of Mizoram and is spread over 978.1988 acres in an area on the outskirts of the city, having office at Tanhril, Aizawl – 796004, Mizoram, India represented by its Registrar, hereinafter called the **“FIRST PARTY/UNIVERSITY/MZU”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) on the One Part;

**AND**

**UNIVERSIDAD DE GUADALAJARA (UDEG)** is renowned as one of the most important universities in México. It is a fundamental institution for the formation of high quality human resources and the production of scientific and technological knowledge that support the development of the State of Jalisco. The cultural life and artistic wealth of the western region of México could not be accounted for without the pioneering and unique contribution of the University. It is a public body, decentralized from the State Government of Jalisco; it is a legal entity with full autonomy and property ownership right's, conforming to that which is stated in article 1 of its Organic law, promulgated by the local Executive on the 15<sup>th</sup> day of January, 1994, in execution of the decree number 15319 of the Honourable Congress

of the State of Jalisco. The Rector General is the highest executive authority and the legal representative of the University of Guadalajara, conforming to that which is stipulated in article 32 of the Organic Law. The Secretary General, conforming to article 40 of the often-quoted Organic Law, is responsible for certifying the acts and provision in the terms of the law. UNIVERSIDAD DE GUADALAJARA (UDEG), Jalisco, México hereinafter called the “**SECOND PARTY/UDEG**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) on the One Part;

**WHEREAS**, the parties hereto have entered into this Memorandum of Understanding (MOU) for the purpose of “creation of a framework for collaboration between **MZU** and **UDEG**” with the objectives as given below:

#### **ARTICLE I: PURPOSE**

This Memorandum of Understanding (MoU), subject to the Rules and Regulations of both institutions, is entered into between **Mizoram University (MZU)** and **Universidad de Guadalajara (UDEG)**, for the purpose of:

- 1.1 To establish a mutually beneficial relationship based on academic and scientific cooperation between the two Parties in terms of collaborative programs and other academic exchanges.
- 1.2 Facilitating joint collaborative research works between students, faculty and staff of the two institutions, and registration of research scholars of UDEG in Mizoram University as per the University Grant Commission and MZU Rules and Regulations.
- 1.3 To the extent possible, utilization of sophisticated facilities in both institutions and may joint research collaboration.
- 1.4 To share experiences and expertise concerning administration and management of both the organizations.
- 1.5 To encourage any other activities that both the parties agreed to be a mutual benefit.

#### **ARTICLE II: AREAS OF COLLABORATION**

The scopes of collaboration under this MoU include the following:

- 2.1 Faculty members/scientists in both the institutions may conduct research in either institution with prior approval of their parent institutions;
- 2.2 Faculty members/scientists in both the institutions may collaborate and jointly supervise research scholars in either institution;
- 2.3 The faculty working at UDEG may be recognized as supervisor for Ph.D thesis. However, their recognition as supervisor or joint supervisor will be as per the University norms. Bye-laws governing Ph.D. programme of Mizoram University will apply to all the supervisor and candidates.
- 2.4 Research scholars of UDEG may register for a Ph.D. at Mizoram University as per the Rules and Regulations of the University;
- 2.5 Both institutions shall endeavour to organize joint seminars, colloquium and other academic and outreach programs;
- 2.6 Research scholar and faculty working at UDEG will be allowed to carry out a part of their research work in Mizoram University and vice-versa depending upon specific requirements. No fee will be charged by either of the parties of such association.
- 2.7 Mizoram University and UDEG shall apply for collaboration projects jointly to National and International funding agencies.
- 2.8 Both institutions shall endeavour to exchange relevant information in both academic and administrative matters;

### **ARTICLE III: GENERAL CONDITIONS**

- a) The aforementioned scope and areas of cooperation shall be realized by means of mutual consultation and exchange of relevant information between the appropriate institutional officials/departments/divisions of the two Parties.
- b) Neither Party nor its personnel shall be considered as an official, employee, representative or joint partner of the other Party. Neither Party shall enter into contract or any other agreement on behalf of the other Party.
- c) Both Mizoram University and UDEG shall subscribe to the policy of equal opportunity and shall not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.
- d) Any activity to be taken up shall be completed within a stipulated time as agreed upon by the Parties.



- e) This MOU will provide the foundation and framework for later particular project(s)/program(s), developed by academic and administrative units/departments of both Parties.
- f) This MOU sets forth the intentions of the Parties to foster collaboration and cooperation in areas of mutual interests without legally binding commitments. If both Parties later agree to undertake specific joint projects with legally binding obligations, separate written agreements for such project(s) shall be made with mutual consent on each Party's contributions, responsibilities, and financial implications. Those specific agreements of collaboration will be considered annexes to this Agreement, once signed by their representatives.
- g) The specific proposed Agreements will describe, in precise detail and with complete accordance, the activities to be developed, the responsibilities of each party, the budget for each activity, a definition of the sources of finance, the personnel involved, the facilities and equipment to be used, a working calendar, and anything else necessary to precisely determine the aim and scope of each of the said agreements that will be the operative documents of the present Agreement.

#### **1. MODE OF OPERATION**

- a) Each Party shall designate a coordinator or a group of persons for coordinating and carrying out any activity of mutual interest.

#### **2. FINANCIAL COMMITMENT**

- a) Nothing in this MoU shall be deemed a commitment or obligation of funds from either Party. Financial implication, if any, for carrying out any activity shall be negotiated and agreed upon in writing by the Parties.

#### **3. COMPLIANCE**

- a) Both MZU and UDEG shall be responsible for compliance with and implementation of respective national, state, regulatory and/or licensing agencies during the term of MoU, which shall be governed by and construed in accordance with the applicable laws and statutes of the respective Parties, and shall be contingent upon both Parties for securing and maintaining all necessary accreditation, approvals and/or licenses.

#### **4. PROPERTY RIGHTS**

- a) Both MZU and UDEG shall jointly share the outcome of collaborative research works in terms of authorship, patent, copyrights, and other intellectual property rights. The Parties agree to regulate through the corresponding specific agreement questions relative to the property rights arising from authorship of jointly elaborated materials and questions concerning ownership of industrial rights patents, certificates of invention, and registry of models, among others that might result from the cooperative research.

#### **5. ASSIGNMENT**

- a) Neither Party shall be permitted to assign or transfer any interest in this MoU without the prior written approval of the other Party.

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#### **6. LEGAL STATUS**

- a) This MoU is not to be construed as creating legal relationship between the Parties. It is only a statement of intent to foster genuine and mutually beneficial cooperation. In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.

#### **7. TERM OF AGREEMENT**

- a) This MoU shall become effective from the date of signing by the official representatives of the Parties and shall remain in force for a period of five years. The MoU may be renewed and extended upon mutual agreement prior to the date of expiry.

#### **8. TERMINATION**

- a) Termination of this MoU may be affected upon deliberation by both Parties. Either Party has the right to terminate the MoU by giving six-month notice in writing to the other Party.
- (b) Upon termination, any faculty or student(s) involved in any collaborative program as set forth in separate written agreement(s) shall be permitted to complete the program unless both Parties mutually agree to terminate such agreement(s).

#### **9. AMENDMENT**

- a) This MoU may be amended by mutual agreement of the Parties.

## 10. SIGNING

- a) The Parties demonstrate good faith in signing this Agreement and accept the obligations contracted in it, agreeing to carry out all the actions necessary to fulfil them. If a discrepancy should occur over its interpretation, it will be resolved by mutual accord.
- b) Both Parties, having read the present document and with the understanding of the content and extent of each of its clauses, indicating the absence of malice, dishonesty or any other reason to nullify their consent, this document is signed in duplicate, in the English language, both versions with the same content and validity.

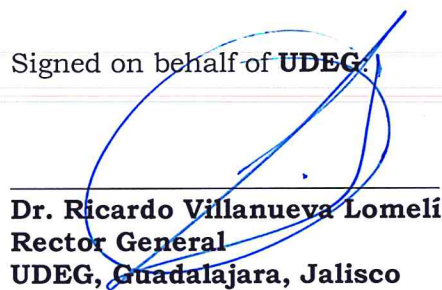
Signed on behalf of **MZU**:



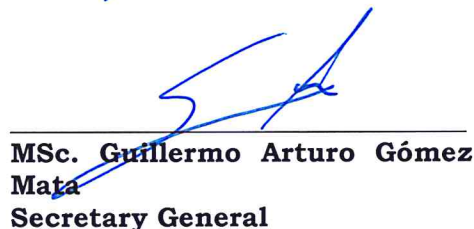
**Prof. Lalnundanga**  
**Registrar**  
**MZU, Aizwal, Mizoram**

Date: 11-05-2022

Signed on behalf of **UDEG**:




**Dr. Ricardo Villanueva Lomeli**  
**Rector General**  
**UDEG, Guadalajara, Jalisco**




**MSc. Guillermo Arturo Gómez**  
**Mata**  
**Secretary General**


Date: 160222

Witnessed by:

1. Signature:   
Name: DR. JAMAL HUSSAIN  
Designation: Professor  
Affiliation: MZU

Witnessed by:

  
**Dra. Ruth Padilla Muñoz**  
**Rector of the University Centre**  
**for Exact Sciences and**  
**Engineering**  
**UDEG**

2. Signature:   
Name: DR. JAY PRAKASH SINGH  
Designation: ASSOCIATE PROFESSOR  
Affiliation: MZU