

MEMORANDUM OF UNDERSTANDING

BETWEEN



JESSORE UNIVERSITY OF SCIENCE AND TECHNOLOGY

AND



HENAN UNIVERSITY

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**JESSORE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

AND

**HENAN UNIVERSITY**

This Memorandum of Understanding is made on the       day of       2018.

**BETWEEN**

**JESSORE UNIVERSITY OF SCIENCE AND TECHNOLOGY**, an institution of higher learning established under the Jessore University of Science and Technology Act 2001 and having its principal place of business at Jessore, Bangladesh (hereinafter referred to as "JUST") of the one part

**AND**

**HENAN UNIVERSITY**, one of the oldest universities in China for higher learning founded by the Govt. of PR China in 1912 (hereinafter referred to as "HENU") of the other part.

JUST and HENU may individually be referred to as "Party" or collectively as "the Parties".

**WHEREAS**

- A. JUST is a newly established renowned public university of Bangladesh that specializes in the fields of engineering and technology.
- B. HENU is a comprehensive university with 11 branches of learning: agriculture, economics, education, engineering, history, law, liberal arts, management, medicine, philosophy, and science. The Chinese Ministry of Education has granted it Double First-Class status in certain disciplines.
- C. JUST and HENU are desiring to strengthen and develop collaboration between the Parties in the fields of Education, Science and Technology (hereinafter referred to as "the Collaboration"). The Project Proposal Paper as attached in Appendix 1 shall be the basis and guideline of the implementation of the Collaboration.

- D. JUST and HENU believe that the Collaboration would serve their common interests and contribute to achieving more profound, relevant and concrete innovations on technologies in different fields.

HAVE AGREED as follows:

## **ARTICLE 1**

### **OBJECTIVE**

The principal objective of this Memorandum of Understanding is to promote co-operation between the Parties subject to the terms of this Memorandum of Understanding.

## **ARTICLE 2**

### **AREAS OF COLLABORATION**

Each Party will, subject to the laws, rules, regulations of own university's policies from time to time in force governing the subject matter, endeavor to take necessary steps to encourage and promote technical co-operation in the following areas -

- (a) Research and Development (R&D);
- (b) training and capacity building;
- (c) technology transfer;
- (d) consultancy and advisory services;
- (e) the reciprocal personnel (faculties and students) exchange programs; and
- (f) any other areas of interests to both Parties.

Any cooperation and exchange project under this MOU will be established by the parties after consultation and a specific implementation agreement will be annexed to this MOU.

## **ARTICLE 3**

### **PRINCIPLE OF CO-OPERATION**

The Parties agree to mutually co-operate in utmost good faith and to use their best efforts to assist each other and do all things as may be necessary or expedient to achieve the



objective of this Memorandum of Understanding throughout the term hereof to reach an agreement on the subject matter of this Memorandum of Understanding.

#### **ARTICLE 4**

##### **FORMALISATION AND IMPLEMENTATION OF COLLABORATION**

1. The Parties agree that the areas of Collaboration under this Memorandum of Understanding shall be carried out in the manner to be mutually agreed upon by the Parties.
2. This Memorandum of Understanding shall be the basis of a specific agreement pertaining to the subject matter contained herein. Any co-operation between the Parties pursuant to this Memorandum of Understanding will be formalised and secured by a written document or documents formally stating the agreement of Parties thereto and detailing the rights and responsibilities of the Parties, including any financial commitments (hereinafter referred to as "the definitive Agreements").

#### **ARTICLE 5**

##### **MANAGEMENT OF COLLABORATION**

1. The Parties shall establish a committee named Project Management Committee which comprising at least two (2) representatives from each Party (hereinafter referred to as "the PMC").
2. Each Party shall designate a person to provide Agreement oversight and serve as liaison for the relationship established by this MOU.

#### **ARTICLE 6**

### **PARTICIPATION OF THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or projects being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities and/or projects, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

### **ARTICLE 7**

### **INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective laws, rules, regulations and JUST policies and with other agreements signed by the Parties.
2. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with terms to be mutually agreed upon in writing; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

### **ARTICLE 8**

### **CONFIDENTIALITY**

1. The Parties undertake to observe confidentiality towards other parties not concerned or connected with this Memorandum of Understanding. Any Confidential Information disclosed to either Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other Party be

disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

2. The confidentiality provisions shall apply to all Confidential Information exchanged between the Parties including any Confidential Information exchanged in a preliminary discussion and during negotiations relating to the matters within the scope of this Memorandum of Understanding. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.
3. For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, biological, chemical and/or botanical materials, samples, germ plasm materials, devices, models, know-how, copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.
4. 'Disclosing Party' means the Party who is disclosing its Confidential Information to the other Party.
5. 'Receiving Party' means the Party who is receiving Confidential Information from the other Party.
6. The obligations of this confidentiality shall not apply under the following circumstances: -
  - (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
  - (b) the Confidential Information is now or hereafter becoming available to the public in the form of a printed publication through no breach of this MOU;



- (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
  - (d) the Confidential Information is required by law to be disclosed.
7. Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.
  8. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination and/or expiry of this Memorandum of Understanding.
  9. The Parties shall ensure that all their employees, servants, advisors or agents to whom the confidential information is disclosed to comply with the confidentiality obligations herein.

## **ARTICLE 9**

### **REVISION, MODIFICATION AND AMENDMENT**

1. Any revision, modification or amendment to this Memorandum of Understanding agreed to by the Parties shall be reduced into writing and signed by the Parties and shall form part of this Memorandum of Understanding.
2. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
3. Any revision, modification and 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 10**



## SETTLEMENT OF DISPUTES

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provision of this Memorandum of Understanding and the agreements made pursuant to this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties.
2. If such matter, dispute or claim cannot be settled amicably, it shall be referred to the Dispute Settlement Committee (hereinafter referred to as "the Committee") which consists of -
  - (a) an independent third party appointed and agreed by the Parties as the Chairman;
  - (b) a representative from JUST as a member;
  - (c) a representative from HENU as a member; and
  - (d) a representative appointed and agreed by the Parties as a member.
3. If any matter, dispute or claim which is referred to the Committee cannot be agreed by the relevant parties within thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to the Courts of Bangladesh/China.

## **ARTICLE 11**

### **NOTICE**

Any notice or other communication required or permitted to be given or made under this Memorandum of Understanding shall be made in writing and such notice shall be given or served by way of Acknowledge Receipt (A.R) registered post, facsimile or other modes of communication agreed by the Parties and such notice shall be addressed to -

**JUST**

Vice-Chancellor

Or

University Registrar

Jessore University of Science and Technology

Jessore 7408, Bangladesh

Tel : +880-421 61097

Fax : +880-421 61199

or any other place which JUST may from time to time specify by notice in writing to UMP.

**HENU**

Vice President

Henan University

Minglun St, Shunhe Huizuqu

Kaifeng Shi, Henan Sheng

China, 475001

Telephone :0378 -2868833

or any other place which HENU may from time to time specify by notice in writing to JUST.

**ARTICLE 12**

**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years and may be extended for a further period to be mutually agreed upon between the Parties.
2. Notwithstanding anything in this Article, 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 to the other Party, at least three (3) months prior to its intention to do so.

3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any activities and/or projects which have been agreed upon by the Parties prior to the date of termination of this Memorandum of Understanding until the completion of such activities and/or projects, unless the Parties agree otherwise.

**ARTICLE 13**  
**MISCELLANEOUS**

Save for Clauses 7 and 8 above, the parties agree that this Memorandum of Understanding represents the mutual understanding between the Parties and does not constitute a legally binding agreement between Parties.



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IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed in their respective names by their duly authorised representatives the day and year first written above.

Signed for and on behalf of

**JESSORE UNIVERSITY OF SCIENCE  
AND TECHNOLOGY**

*Ahossain*

**(Prof. Dr. M. Anwar Hossain)**

Vice Chancellor  
JUST

Professor Dr.Md. Anwar Hossain  
Vice Chancellor  
JESSORE University of Science and Technology  
Jessore-7408

Signed for and on behalf of

**HENAN UNIVERSITY**



Vice President  
HENU

In the presence of

In the presence of

