



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and executed by and between:

MAPUA UNIVERSITY, hereinafter referred to as "**MAPUA**", an educational institution organized and existing under the laws of the Philippines, with principal office at 658 Muralla Street, Intramuros, Manila, Philippines 1002, herein represented its President, **Dr. Reynaldo B. Veal**;

-and-

K.R.T. ARTS, B.H. COMMERCE, A.M. SCIENCE COLLEGE, NASHIK, herein referred to as "**KTHM COLLEGE**", a premier educational institution organized and existing under the laws of India, with principal office at Gangapur Road, Nashik - 422002, Maharashtra, India herein represented by its Principal, **Dr. V. B. Gaikwad**;

(each referred to as the "**Party**" or collectively as the "**Parties**")

-WITNESSETH: That-

WHEREAS, MAPUA is a premier institution of higher learning in the Philippines with established and well-recognized academic programs in Engineering, Architecture and Design, Science, Information Technology, Health Sciences, Multimedia Arts, Psychology, Business and Management, and various programs in Graduate School;

WHEREAS, KTHM COLLEGE is an established institution in India with well-recognized academic programs in Arts, Commerce, Science, Bachelor of Vocational Education (B.Voc.), Business and Management, Music;

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WHEREAS, MAPUA and KTHM COLLEGE desire to collaborate in the joint and/or collaborative research; hosting of research students and faculty, joint conferences and fora; visiting professor program, and joint training/academic programs;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings hereinafter set forth, the parties have agreed as follows:

I

1.1 This understanding covers the alliance between **MAPUA and KTHM COLLEGE** on the following activities:

- a) Hosting and supervising research students
- b) Hosting and supervising teaching and/or non-teaching researchers
- c) Joint and/or collaborative research project
- d) Joint scientific paper publication
- e) Joint conferences and/or fora
- f) Joint training for capacity building
- g) Thesis Evaluation Panel Members
- h) Faculty and student exchange

1.2 Parties may enter into subsequent agreements specifying the terms and conditions to implement the above-mentioned activities subject to mutual consent, availability of funds, and the approval of each party.

II

2.1 No modification or alteration of any part of this Agreement shall be considered as having made unless executed in writing and duly signed by the parties hereof.

2.2 Neither of the parties shall be liable in any way for failure to observe or perform any provision hereof if such failure shall be caused by any laws, rule or regulation of any constituted public authority or to any cause beyond the control of party in default.

2.3 Any dispute or differences that may arise in the course of implementation or the interpretation of the provisions of this Understanding shall be resolved by the parties through mutual consultations and in good faith.

2.4 Any intellectual property resulting from this Understanding or any subsequent agreement specifying the terms and conditions for the activities herein covered shall be subject to the IP policies of both **MAPUA** and

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KTHM COLLEGE. In case of conflict between the IP policies, parties shall endeavor to resolve the matter amicably.

2.5 This agreement shall be valid and in effect for a period of five (5) years, reckoned upon signing of both parties, unless sooner terminated by either party with written notice of at least sixty days (60) prior to intended date of termination without prejudice to activities or obligations already contracted prior to serving the notice of termination.

2.6 The parties may renew this Agreement under the same or modified terms and conditions, as may be agreed upon by the parties, by serving written notice of renewal upon the other party by at least thirty (30) days prior to the expiration of the original term hereof.

IN WITNESS HEREOF, the parties, through their respective representatives have signed this Agreement.

MAPUA UNIVERSITY

**K.R.T. ARTS, B.H. COMMERCE, A.M.
SCIENCE COLLEGE, NASHIK**

By:

By:


REYNALDO B. VEA, Ph.D.
President


Dr. V. B. Gaikwad
Principal

**K. R. T. Arts, B. H. Commerce & A. M.
Science College, Nashik-422002**



Date: 08 April 2022

Date: 15/02/2022

Witnessed by:

Witnessed by:


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