



(15)

**MEMORANDUM OF  
UNDERSTANDING (MOU)**



Universiteit Maastricht

**BETWEEN  
JSS UNIVERSITY (JSSU), MYSORE,  
Karnataka-India**

**&**

**MAASTRICHT UNIVERSITY  
Maastricht  
The Netherlands**

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**This MEMORANDUM OF UNDERSTANDING** (hereinafter called 'MOU') on Academic exchange between

JSS University, having its principal office at Mysore, India, hereinafter referred to as 'JSSU'

And

Maastricht University, having its principal office at Minderbroedersberg 4-6, Maastricht, The Netherland, hereinafter referred to as the 'UM'.

JSSU and UM are also referred to separately as 'party' or collectively as 'parties'.

**Preamble:**

JSSU is a university under Sec.3 of the UGC Act 1956, Ministry of MHRD, Government of India, institute in the areas of health education. The institute has the following objectives:

- Education and Lifelong Learning
- Research and Innovation
- Regional Impact – Including societal responsibility
- Globalization and international initiatives

UM is engaged in research and education in a variety of fields including Health, Medicine and Life Sciences, in particular the areas of Cardiovascular Diseases, Chronic Diseases [Diabetes, COPD], Mental Health and Neuroscience, Oncology and Developmental Biology and Public Health and Primary Care. UM is interested in

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establishing research collaboration and education with top institutes in India in the areas mentioned including Health Profession Education & Research.

**WHEREAS:**

1. The Parties recognize the value of international cooperation and have agreed to continue their common interest in promoting the mutual cooperation in the area of education and research.

**THUS:**

2. The Parties agree to implement the MOU under the terms and conditions hereinafter set forth.
3. The Parties agree that while the research and educational cooperation proposed in this document is concentrating on the areas of Educational Cooperation, Academic Staff Programs, Joint Research Programs, Cultural Exchange Programs, Student Programs, in the future it may be extended to other content of disciplines by mutual agreement.

The terms and conditions of the MOU are as follows:

**Article I PURPOSE AND OBJECTIVE**

1. The purpose of the non-binding MOU is to make possible and to institute academic exchange between JSSU and UM based upon principles of mutual equality and the reciprocity of benefits;
2. The objective of this MOU is to strengthen ties between both parties and to promote academic and cultural exchanges between the two countries.

**Article II SCOPE OF ACTIVITIES**

The scope of academic exchange activities of the MOU shall include:

**EDUCATIONAL COOPERATION**

The aim of both parties is to develop and offer higher education of the highest quality that effectively addresses human resources needs in society, by applying innovative student-centered outcome-based learning methodologies. Parties intend to share knowledge, experiences and educational research results and to support each other in further educational development. This mutual support may include, but is not limited to: curriculum development, the development and application of innovative methodological approaches (such as problem-based learning), student assessment, educational quality assurance, program contents development, internationalization of the curriculum, student support services, and management of education.

## **ACADEMIC STAFF PROGRAMS**

Visits by academic staff members will be encouraged for the mutual benefit of both parties. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research:

1. All expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home organisation;
2. The host organisation will provide the normal services for visiting scholars including library and other facilities;
3. The host organisation will assist, as far as possible, in arranging accommodation for the visiting scholar in matters of immigration, residence permits or authorizations for temporary stay, healthcare, language and local custom.
4. The foregoing principles can be set aside and other arrangements can be agreed upon, if both parties so desire and agree upon in cases such as guest lectureships or (joint-supervision of) PhD's.

After future collaboration concerning academic staff programs, both parties may choose to amend this MOU as provided by Article VII.

## **JOINT RESEARCH PROGRAMS**

The two parties will seek opportunities to cooperate in research in the fields of interests as indicated above. The details of specific proposals will be determined by the mutual agreement of relevant units of both parties. The form of cooperation may vary with the goal of each project.

The parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights that require a further agreement on special intellectual property, a specific agreement must be entered into in each case in accordance with the policies of JSSU and UM on intellectual property. In addition, this specific agreement concerning intellectual property must be in accordance with the laws of India and the Netherlands.

## **CULTURAL EXCHANGE PROGRAMS**

To facilitate academic and cultural interchange, the exchange of research materials, publications and information will be encouraged.

Each party will invite the other, when appropriate, to participate in conferences, symposia and short visits. Joint educational programs and joint curriculum development are encouraged as well.

## **STUDENT PROGRAMS**

A student program may include student exchanges, joint supervision of postgraduate students, dual PhD programs, and the provision of library access and academic assistance for doctoral research students. Such activities shall be negotiated and agreed to by both parties on a case-by-case basis.

### **Article III CONTRIBUTION BY JSSU AND UM**

In accordance with the prevailing laws and regulations in India and the Netherlands, and subject to personnel and budget limitations JSSU and UM will:

1. Assign qualified academic staff and/or experts to assist in the implementation of activities under this MOU;
2. Facilitate visits by academic staff as provided in Article II.

### **Article IV SETTLEMENTS OF DIFFERENCES OF OPINION AND INTERPRETATION**

Any differences of opinion and interpretations of this MOU shall be settled by mutual consultation or negotiation between JSSU and UM.

### **Article V SEVERANCE**

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

1. Will be read so as to be valid and enforceable, if possible; OR
2. Will be severed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

### **Article VI NO AGENCY**

Nothing in this MOU shall create an agent, partner or representative relationship to any other party. No Party has the authority to assume, create or incur liability of any kind in the name of, or on behalf of, the other party except as may be otherwise expressly stated herein.

**Article VII AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MOU can only be made in writing and after consultation and mutual consent of the two parties. Such amendments, once approved by both parties, will become part of this MOU and are incorporated by reference;
2. The effective date of this MOU shall be the date on which the second party hereto executes his original of this MOU;
3. This MOU shall remain in force for a period of 5 years from the date of the last signature. The MOU may be extended by mutual consent of both parties;
4. The MOU may be terminated by either party by written notice at least twelve months in advance. Termination of the MOU will not affect participants from completing their activities at the host party.

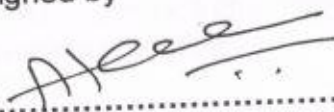
**Article VIII COMMUNICATION**

Any communication made by one party to the other under this MOU shall be in writing in the English language and shall be addressed to the party's principal office as is designated in writing.

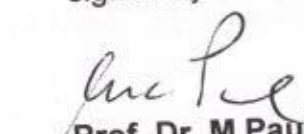
Authorized representatives of JSSU and UM shall sign two original Memorandum of Understanding documents. Each university shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

Date  
For JSS University  
signed by

  
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**Registrar**  
**In the presence of**  
**Dr. B Suresh,**  
**Vice Chancellor**

Date *July 17 2012*  
For Maastricht University  
signed by

  
**Prof. Dr. M Paul**  
**President**