

MEMORANDUM OF UNDERSTANDING



&

METHARATH UNIVERSITY

Metharath University,
Pathumthani,
Thailand

MOTHER TERESA WOMEN'S UNIVERSITY

(Accredited by NAAC with 'A' Grade in the III Cycle),
Kodaikanal, Tamil Nadu,
India



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made effective as of (/02/ 2024)

BETWEEN

Metharath University, Pathumthani, Thailand

Metharath University is a private university registered under the Private Higher Educational, Established in 1999, address:99 Moo 10, Bangtoey, Samkhok, Pathumthani ,12160 Thailand,hereinafter referred to as "MRU";

AND

Mother Teresa Women's university, Kodaikanal, India

Mother Teresa Women's University is situated at Kodaikanal, a quiet hill station tucked away in the Palani hills of South India. This University was established in the year 1984 by the enactment of Tamil Nadu Act 15. This University aims to extend its service to women students of all communities. It strives for Academic Excellence and Personality Development and gives equal importance for promotion of employment prospects to young girls, hereinafter referred to as "MTWU";

MRU and the University are collectively referred to as the "Parties", and each is a "Party."

Both parties have reached a consensus on the following education objectives below:

1. Proposed Partnership

Subject to the entry of the Definitive Agreements, the Parties intend to strengthen the mutually friendly partnership by promoting academic exchanges, and exchange of visits by students and faculties of both Parties.

- a. Academic collaboration: Exchange of faculty members for short-term teaching assignments, joint supervision of research projects, and establishment of a platform for sharing educational resources.
- b. Student exchange programs: Creation of a framework for student exchange, allowing undergraduate and graduate students from both institutions to spend a semester or academic year studying abroad.
- c. Professional development: Organization of joint professional development programs, such as seminars, conferences, or workshops, focusing on specific areas of expertise or emerging trends in education.
- d. Research collaboration: Establishment of a mechanism for joint research projects, including sharing of research findings, collaborative studies, and joint applications for research grants.

- e. Exchange of knowledge and resources: Establishment of an online platform or resource center for sharing academic journals, publications, teaching materials, and other relevant resources.

2. Term of Partnership

Duration

- This Agreement shall be in force from the date that it is signed and shall be effective for five (5) years from the date as specified in the MOU.
- Any modifications concerning the Agreement in force may only be made through mutual consent in writing by both parties.
- Either party may terminate this Agreement at any given time by giving six (6) months notice in writing to the other party, although such action shall only be taken after mutual consultation to avoid any possible convenience. Even after the termination notice has been sent, both parties shall continue to fulfill all ongoing projects.
- This Agreement shall be renewed automatically unless either or both parties express in writing their intention to withdraw from the MOU within three (3) months prior to the date of expiration of the MOU.

3. Exclusiveness

Both institutions understand that this MOU is not exclusive and each institution is permitted to enter into such agreements as it deems fit with other universities and institutions.

4. Intellectual Property Rights

Any intellectual property (IP) generated as a result of this Memorandum of Understanding (MOU) shall be the subject of mutual discussion and shall be detailed in a separate Memorandum of Agreement (MOA) for each specific activity, in compliance with the respective IP policies of both institutions.

5. Use of Logo and Names of the Other Party

Neither Party shall use the registered logos, name or associated marks of the other Party without the prior written consent of the other Party in each instance. The University shall not make any public announcements regarding this MOU or its contents without prior written consent from MRU. Use the name and image of the University under the terms and conditions previously informed in writing and with the sole purpose of promoting the object of this MOU.

6. Non-Binding

Whilst both Parties hope to benefit from working together in the manner envisaged in this MOU, this MOU should not in any way be legally or contractually binding or enforceable or of any other contractual effect or legal consequence. Except for the provisions specifically noted as binding, either Party shall have any liability to the other Party for any failure to perform or breach of this MOU.

7. Binding Obligations

Notwithstanding the non-binding nature of this MOU, the Parties hereby agree that the following provisions shall be binding on the Parties:

(a) Confidentiality

The existence, the terms and conditions of this MOU, all drafts of Agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

(b) Notices

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

| | |
|-------------------|---|
| University | : Metharath University |
| Attention | : Mr. Lester Naces Udang |
| Address | : Metharath University, 99 Moo 10, Bangtoey, Samkhok, Pathumthani 12160 Thailand |
| E-mail | : int.off@mru.ac.th : lester.n@mru.ac.th |

University : Mother Teresa Women's university
Attention : Dr.K.Kala, Vice-Chancellor
Address : Mother Teresa Women's university, Attuvampatti,
Kodaikanal, TamilNadu, India-624101
E-mail : vcmtwu@yahoo.com

a. Negotiation Costs

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this Agreement and the cooperation programs contemplated by this Agreement.

Each of the parties shall be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, that may correspond to it.

b. Governing Law

This Agreement shall be construed in accordance to the laws of the home country of the party in breach of the terms and conditions of this Agreement

c. Dispute Resolution

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation.

d. Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative and / or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this MOU.

e. Variations

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

f. Anti-Corruption

The Parties hereby agree to engage only in legitimate business and ethical practices in commercial operations and will not directly or indirectly, commit any act which is deemed to be an act/offence of corruption practice by any applicable law worldwide, including the Thailand Anti - Corruption Commission Act, 2009 as amended from time to time.

g. Personal Data Protection

Each Party must comply with all laws and legal requirements applicable to the performance of its respective obligations under this Agreement, including, without limitation, laws or regulations applicable in ensuring notice is given and consent obtained in the sharing or disclosing of an individual's personal information/data.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

Metharath University



Name : Assoc. Prof. Zhou Fei

Designation : President



METHARATH
UNIVERSITY

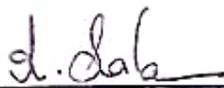
Witnesses



Name : Mr. Lester Naces Udang

Designation : Manager of International Collaborations

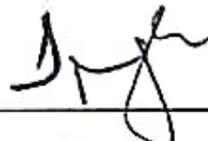
Mother Teresa women's University



Name : Dr.K.Kala

Designation: Vice-Chancellor
VICE CHANCELLOR
Mother Teresa Women's University
Kodaikanal

Witnesses



Name : Dr.P.Jeyappriya

Designation: Director, International Relations.