

**Memorandum of Understanding (MOU) between
Mid-Western University (MWU),Surkhet, Nepal
And
University X,CITY,COUNTRY**

Mid-Western University with its headquarters in Birendranagar, Surkhet, Nepal (hereinafter referred to as 'MWU') and the University X,City,Country a (hereinafter referred to as 'UoX') hereby agree to the following articles of Academic cooperation and bilateral relations.

Philosophical Intent

a. The primary objective of this Agreement is the development of cooperative efforts between Mid-Western University (MWU),Surkhet, Nepal and University X,City,Country which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.

b. Specific projects in an area of educational or research interest will be selected as a result of coordination by Mid-Western University(MWU) and University X,City,Country at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The Vice-Chancellor is the authorized signatories for Mid-Western University(MWU).

**Article 1
Objectives**

The MOU, while seeking to facilitate the broad academic objectives of each institution and to promote better understanding between its academic communities, shall strive towards the following among others:

- a. Enhancing learning in the global context that promotes an understanding of each other's perspectives and strengthen national and international consciousness;
- b. Providing liberal and humane education to the brightest and the most dedicated students so that a new class of quality leadership is nurtured;
- c. Enhancing capacity building of the nation in science, technology, education and other areas of higher learning vital for improving their quality of life
- d. Contributing to increase of knowledge about the rich cultural heritage of the region while respecting diversity through research and promotion works of literature, folklore, performing arts, fine arts, diminishing arts, the classical literatures and arts as also of traditional knowledge systems and the dissemination of the same.

Article 2

Areas of Cooperation

- a. Both sides will, in order to achieve objectives, set out in Article 1, jointly develop collaborations/work plans that describe more specifically the activities to be carried out from time to time.
- b. Both sides will, while developing collaborations/work plans take into account, their mutual areas of interest, felt need for

the available expertise and facilities, availability of funds and feasibility for sustained implementation.

c. The envisioned areas of cooperation and collaboration may be as follows:

- i. Exchange of faculty members;
- ii. Exchange of students, scholars, teachers and experts;
- iii. Joint research programs and publications;
- iv. Mutual sponsoring and participation in academic seminars and meetings;
- v. Organization of joint conferences, exhibitions and seminars;
- vi. Exchange of academic publications, materials and information;
- vii. Special short-term academic programs;
- viii. Exchange of administrative personnel;
- ix. Joint cultural programs.
- x. Joint teaching;
- xi. Joint conferences/seminars/workshops;
- xii. Examine the possibility of mutual recognition of educational qualifications;
- xiii. Any other activity as agreed by both parties.

Article 3 Implementation

a. The terms of the specific research collaboration/programs or work plans and its funding mechanisms under this MOU shall

be mutually discussed and agreed upon in writing by both sides prior to its initiation.

- b. Each side shall designate a Coordinator/Liaison Officer to develop and coordinate specific activities or programs

Article 4

Funding and Finance

- a. Both sides shall decide their funding mechanism through mutual consultations and discussions.
- b. Both sides shall attempt to, jointly or independently, explore funding from third parties through Governmental or non-Governmental funding agencies.
- c. As a general rule and unless otherwise agreed, normally the home University/Institution will have the responsibility of meeting the travel and other incidental expenses and host University/Institution will have the responsibility of local hospitality in terms of accommodation, boarding to facilitate the academic (faculty, students and staff) exchange.

Article 5

Academic Exchange Requirements

In case of academic exchange programs, specifically with regard to student exchanges, host university/institution will have the right to accept or reject the nomination based upon its admission policy and also based upon the suitability of the academic qualifications of the student to the nominated program of study.

Article 6

Intellectual Property Rights

- a. Unless otherwise agreed specifically in writing, all rights, title and interests in any studies, reports, data sets, research and other materials conducted on a joint/collaborative basis based on the present MOU shall belong to both sides.
- b. Publications and research outcomes jointly produced by both sides shall be disseminated, or published upon mutual agreement. Prior to publication or dissemination of the joint/collaborative research outputs both sides shall decide upon obtaining appropriate intellectual property rights after mutual consultation and after recognizing the rights of collaborating institutions and donors, as the case may be.
- c. The provision of this agreement shall survive the termination of this MOU.

Article 7

Institutional Autonomy

Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other, in carrying out the MOU, unless otherwise mutually agreed to.

Article 8

Use of Name and Emblem

Neither side shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and /or affiliates, or an abbreviation thereof, without the express prior written approval of the other party in each case.

Article 9

Amendments and Interpretation

- a. The MOU may be amended by both sides by mutual consent through exchange of written communications/letters by designated competent authorities as per their rules and regulations
- b. Any amendment effected through above procedure shall form an integral part of the MOU.
- c. Any difference in interpreting or working of the MOU shall be resolved through mutual consultations.

Article 10

Final Clauses

- a. The MOU shall come into effect from the date of signature by the competent designated authorities of the respective institutions/universities.
- b. The MOU shall remain in force for a period of five years from the date of its signature.
- c. The MOU would be considered automatically extended for a further period of five years unless either side decides to withdraw it by six-month advance written notice before its expiration

In witness thereof the authorized representatives whose names are shown below have signed this MOU in two originals copies in English on behalf of their respective institutions/universities at the place and on date mentioned below.

SIGNED BY:

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ABC
President
University X
City,Country

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Prof. Dr. Upendra Kumar Koirala
Vice-Chancellor,
Mid-Western University
Surkhet, Nepal

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DATE

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DATE