



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITAS CATUR INSAN CENDEKIA  
INDONESIA**

**AND**

**NITTE MEENAKSHI INSTITUTE OF TECHNOLOGY  
INDIA**

THIS **MEMORANDUM OF UNDERSTANDING (MoU)** is made and entered into 14 February 2020

**BETWEEN**

Universitas Catur Insan Cendekia, Indonesia **with the registered address at Kesambi Street No. 202, Cirebon 45135, West Java, Indonesia** (hereinafter referred to as "UCIC") of the first part;

**AND**

Nitte Meenakshi Institute of Technology Bangalore India, **with the registered address at P.B.No.6429, Yelahanka 560064, Bangalore, India.** (hereinafter referred to as "NMIT") of the other part;

UCIC and NMIT shall hereinafter be referred to as "The Institutions".

**Preamble**

**WHEREAS**, that both UCIC and NMIT hereto desire in order to promote cooperation and advancement of academic and educational collaboration between the two Institutions agree as follows.

**WHEREAS**, the Institutions have expressed the interest to form a mutually beneficial academic partnership to further enhance the services given to its customers and clients through the said partnership.

**NOW THEREFORE**, the Institutions agree to the following terms and conditions:

**1.0 PURPOSE**

- 1.1 To promote academic cooperation through joint research and study in the furtherance of advancement of learning;
- 1.2 To encourage visits by faculty members from one faculty to the other for the purpose of engaging in research;
- 1.3 To encourage visits by students from one faculty to the other for the purpose of academic exchange program;
- 1.4 To foster the exchange of scientific materials, academic publications and scholarly information; and
- 1.5 Other forms of cooperation which the two institutions may jointly arrange. Prior to the implementation of each initiative in this category, a formal agreement between UCIC and NMIT outlining all detailed arrangements including the full financial responsibility shall be duly executed.

## **2.0 ROLES AND RESPONSIBILITY OF UCIC AND NMIT**

- 2.1 Both Institutions acknowledge that visits by students and faculty members from one University to the other shall be subject to the entry and visa regulations of Indonesia and India and shall comply with the regulations and policies of UCIC and NMIT;
- 2.2 Both Institutions agreed that all expenses including research materials, domestic travel claims, per claim, honoraria and all other expenses, shall be the responsibility of the home university and determined on a case-by-case basis. However, each Institution will strive to facilitate the visits of faculty members for the purposes of collaboration.

## **3.0 TERMINATION**

- 3.1 The MoU may be terminated by either party upon giving six (6) month's written notice.

## **4.0 DURATION AND EXTENSION**

This MoU shall be for a period of **five (5)** years with effect from the year 2020 and will be extended automatically following the expiration date for another year unless both parties dissent from the extension of the agreement six months prior the expiration date.

## **5.0 WAIVER**

Failure by either party to enforce a right is not a waiver of that right of any other rights.

## **6.0 GOVERNING LAW**

The laws applicable in both countries (Indonesia and India) govern this MoU and party submits to the jurisdiction of the courts of this jurisdiction.

## **7.0 ASSIGNMENT**

A party must not assign this MoU or any right under this MoU without the prior written consent of the other party.

## 8.0 NOTICES

All notices and other communications which are required or may be given under this MoU shall be given in writing the required time or sent by electronic mail or telefax or delivered by hand to the other party at the address as specified below and shall unless otherwise specifically provided herein, be deemed to have been given or made on the date of receipt by the other party;

All notices the either party is required to, or may, serve upon the other Party shall be in writing, addressed to the party to be served as follows:

<b>For UCIC</b>	<b>Kesambi Street No. 202 Cirebon, 45135, West Java, Indonesia</b>
Attention	Secretary of Chancellor
Facsimile	
Telephone	+6281286499670

<b>For NMIT</b>	<b>Nitte Meenakshi Institute of Technology P.B.No.6429. Yelahanka, Bangalore 560064 India</b>
Attention	Director
Facsimile	
Telephone	+91 80 22167800

## 9.0 MISCELLANEOUS

The provisions in this MoU may be amended at any time by agreement made in writing.

Nothing in this MoU shall prejudice the right of both parties to establish similar relationship with other institutions.

## 10.0 COMMENCEMENT DATE

This MoU shall commence from and continue for a period of five (5) years.

Any extension of this MoU upon expiry of the term hereof shall be agreed by the Parties hereof.

## 11.0 FORCE MAJEURE

Either party shall not be liable for breach of any provisions of this MoU caused by an Act of God, riot, Civil commotion, war or military operation, emergency or any action

by government of the authority, industrial, disputes, fire explosions, flood, had weather or any similar cause or circumstances beyond the reasonable control of either party.

## 12.0 COSTS

The Parties agree to bear their own legal and other cost incurred in relation to the preparation, negotiation and execution of this MoU and all documents contemplated by it (except where this MoU or those other documents expressly provides to the contrary).

## 13.0 VARIATION

Any variation, amendment, addition or deletion of any of the terms and conditions of this MoU is only valid if made by mutual consent of the Parties and it should be put in writing.

**IN WITNESS WHEREOF UCIC and NMIT** hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

For and on behalf of  
**UNIVERSITAS CATUR INSAN CENDEKIA**



**Dr. Chandra Lukita, S.E., M.M.**  
Chancellor

Date: 14 February 2020

**Witness:**

**Ravi Makhija, MBA**  
Director  
TIE UPS International

SIGNED BY

For and on behalf of  
**NITTE MEENAKSHI INSTITUTE OF TECHNOLOGY**

**Dr.H.C.Nagraj** PRINCIPAL  
Principal  
NITTE MEENAKSHI INSTITUTE OF TECHNOLOGY  
P.B. 6429, GOVINDAPURA, GOLLAHALLI  
YELAHANKA, BENGALURU - 560 064.

Date: 14 February 2020