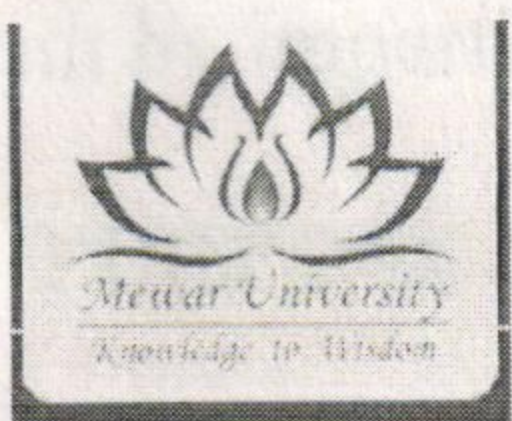


उत्तर प्रदेश UTTAR PRADESH

BS 747867



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the MOU) is made on 18<sup>th</sup> Day of October, Two Thousand and Thirteen

BETWEEN

**Pyeongtaek University (Korea)**

**Pyeongtaek University (Korea)** Office of External Relations, Main Building #205, 111 Yongyi-Dang, Pyongtaek-SI, Gyeonggi-DD 450-701 KOREA. Which expression shall, unless repugnant to the context hereof, mean its managers, successors and assignees hereinafter referred to as FIRST PART.

AND

**Mewar University (MU)**

Mewar University is an autonomous body promulgated by the Government of Rajasthan through Act No. 4 of 2009, passed by Rajasthan Assembly. The University is

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*[Handwritten signature]*

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further approved by the UGC u/s 2(f) of the UGC Act 1956, with the right to confer degree u/s 22(1) of the UGC Act. Mewar University is promoted by the Mewar Education Society (MES) headed by Chancellor Shri Ashok Kumar Gadiya. It is controlled by a Board of Management, constituted by the MES and represented by its Chancellor CA Ashok Kumar Gadiya, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assignees of the SECOND PART.

WHEREAS both " **Mewar University** " and " **Pyeongtaek University** ", reckoning their complementing strengths and capabilities for education and training, mutually agree to join hands and work together for fulfillment of their respective obligations on the terms and conditions described hereinafter

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

**1. OBJECTIVE OF THE "MOU":**

The very objective of this "MOU" is to pool the respective strengths, resources, expertise and goodwill of both the parties to the "MOU" for the purpose of creating employability of the youth by imparting education and training as and when required.

**2. PURPOSE OF THE PROGRAMME:**

Both Parties shall establish and develop efforts for purposes of exchange in research, training, teaching and development activities whenever the opportunity arises.

**3. TERM of MoU**

The "MoU" is initially for a period of five (5) years from the date of signing and can be extended for further period(s) on the terms and conditions as may be mutually agreed to between the parties hereto.

**4. AREAS OF COOPERATION**

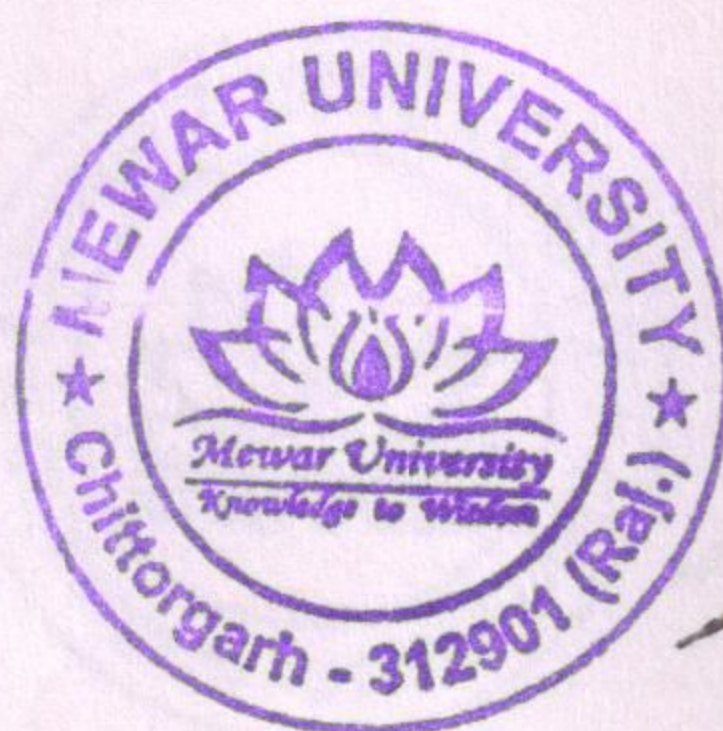
Cooperation under this Memorandum of Understanding (MoU) shall most importantly collaborate efforts to establish and develop academic exchange and co-operation in teaching, training, research and development in areas as follows:

- 4.1 Faculty, Staff and Students Exchange Programs** Both parties agree that there shall be exchange of staff members and students so as to strengthen and develop education, organize seminars, workshop, training, dialogues and research.
- 4.2 Joint research activities and Publications** Both Parties shall regularly exchange scientific materials, innovations and publications and coordinating based on relevant activities and programmes agreed

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A handwritten signature in dark ink, likely belonging to a representative of Pyeongtaek University.



- 4.3 **Participation in seminars and academic meetings** Both Parties grouped in this MoU may invite each other to participate in activities, working groups, conferences and seminars that are not directly part of this MoU but that may be relevant to it, in conformity with respective applicable rules.
- 4.4 **Exchange of academic materials and other information** Both parties agree that there will be exchange of academic material and other information from one party to the other. The parties further agree that products exchanged should be based on the needs of each party to the agreement.
- 4.5 **Special short-term academic programs** Both the Parties agree to jointly launch Special short-term academic programs.
- 4.6 **To share academic expertise and course curriculum for joint programs** Both parties agree that there will be exchange of expertise and course curriculum for joint programs from one party to the other.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Intellectual property rights, in particular copyright on material such as information, software and designs, shall be made available by any of the Parties to carry out the activities under this MoU shall remain with the originating Party.
- 5.2 Copyright of information, software and designs, as well as any other intellectual property rights, developed jointly by several Parties shall be jointly vested in the Parties concerned. Each Party concerned shall have full rights to use such jointly owned works for non-commercial purposes.

## 6. STATUS OF THE PARTIES

- 6.1 Neither Party nor its personnel shall be considered an official, agent, employee, representative or joint partner of the other party without consent of either party. Neither party shall enter into any contract or commitment on behalf of the other party.
- 6.2 Each party shall carry out its responsibility and obligations under this MOU in accordance with rules and regulations applicable to it and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of the MOU

## 7. CONFIDENTIALITY

- 7.1 Both Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MOU. Any confidential information disclosed to either Party pursuant to this MOU shall not without prior written consent of the other Party be disclosed to a third Party or be used for any purpose not expressly permitted in writing by the other Party.
- 7.2 The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MOU.
- 7.3 For purposes of this MOU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other

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materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.

7.4 The obligation of this confidentiality shall not apply under the following circumstances:

- I. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
- II. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MOU;
- III. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful right to disclose such information; and
- IV. The Confidential Information is required by law to be disclosed.

7.5 Each Party agrees and undertakes that shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and undertake to comply with the obligations as to the confidentiality herein contained.

## 8. IMPLEMENTATION OF THIS MEMORANDUM

8.1 The focal points for the collaboration will be, on the one hand, an officer delegated by the President for this purpose and shall be communicated on behalf of Pyeongtaek University Korea (PTU) and, on the other hand, the Chancellor, Mewar University India(MUI)

8.2 Both PTU and MUI will be responsible for coordination of the implementation by the Parties involved in this MoU as well as for administrative and financial oversight, relevant procedures will be elaborated by the Universities.

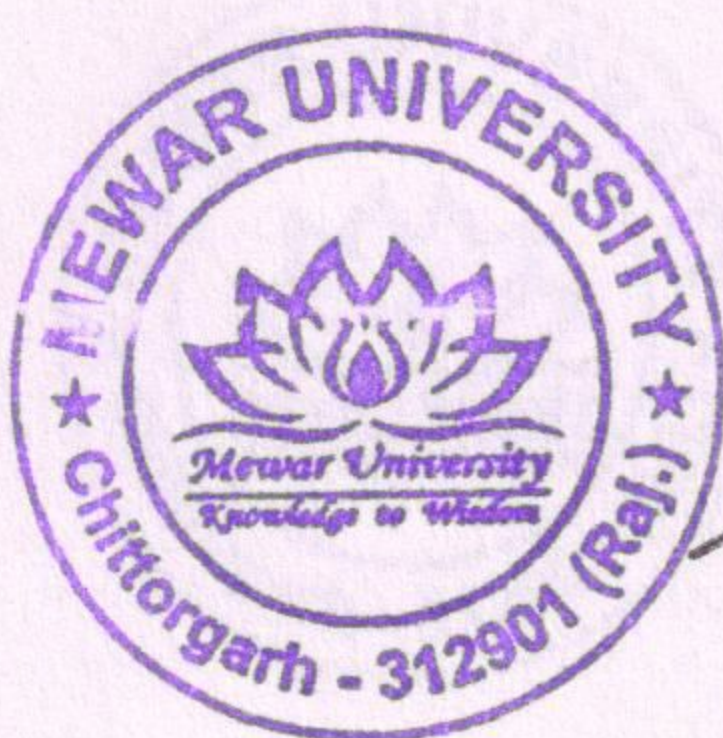
## 9. MODIFICATIONS

9.1 This MoU may be modified by mutual consent of all the Parties, in accordance with their respective rules and regulations.

9.2 Such amendments shall enter into force one month following notifications of consent by the Parties.

## 10. SEVERABILITY

10.1 Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, constructed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.



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## 11. DURATION AND TERMINATION

- 11.1 This MoU shall remain in force for a period of 5 years and be renewable thereafter, starting on the day of signature by the duly authorized representatives of the Parties
- 11.2 Participation in this MoU may be terminated by any one of the Parties upon six month notice given to the other Parties. In that event the Parties will agree on measures required for the orderly conclusion of on-going activities in which the terminating party is involved.

## 12. NOTICES

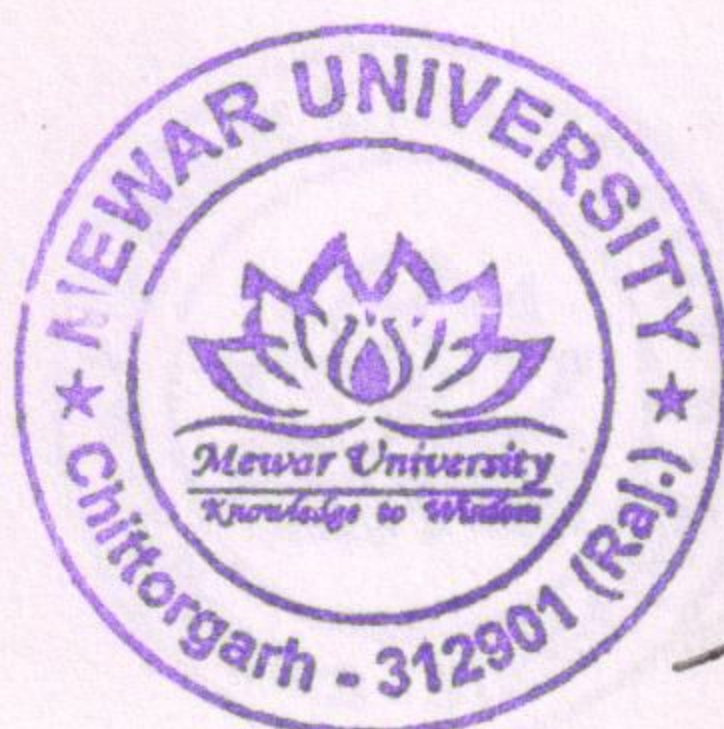
- 12.1 All Notices arising from this MOU shall deemed to have been delivered:
- a. In the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party
  - b. In the case of registered mail, 7 (seven) days after dispatch or upon acknowledge receipt by the receiving Party, whichever earlier
  - c. In the case of facsimile, upon successful completion of the transmission.
- 12.2 Notices under this MOU shall be addressed to the Parties at the following address:

**Pyeongtaek University (Korea)** Office of External Relations, Main Building #205,  
111 Yongyi-Dang, Pyongtaek-SI, Gyeonggi-DD 450-701 Korea.  
(Tel). +82-31-659-8460  
(Fax). +82-31-659-8004  
Email id: jinmin@ptu.ac.kr  
<http://english.ptu.ac.kr/>

**Mewar University:** Mewar University, NH -79 Gangrar,  
Chittorgarh, Rajasthan, India  
Ph. 01471-220881/82/83/84, 291148/58, 9414153567  
Email id: [info@mewaruniversity.org](mailto:info@mewaruniversity.org) ,  
[www.mewaruniversity.org](http://www.mewaruniversity.org)

## 13. ENTIRE AGREEMENT.

- 13.1 This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.



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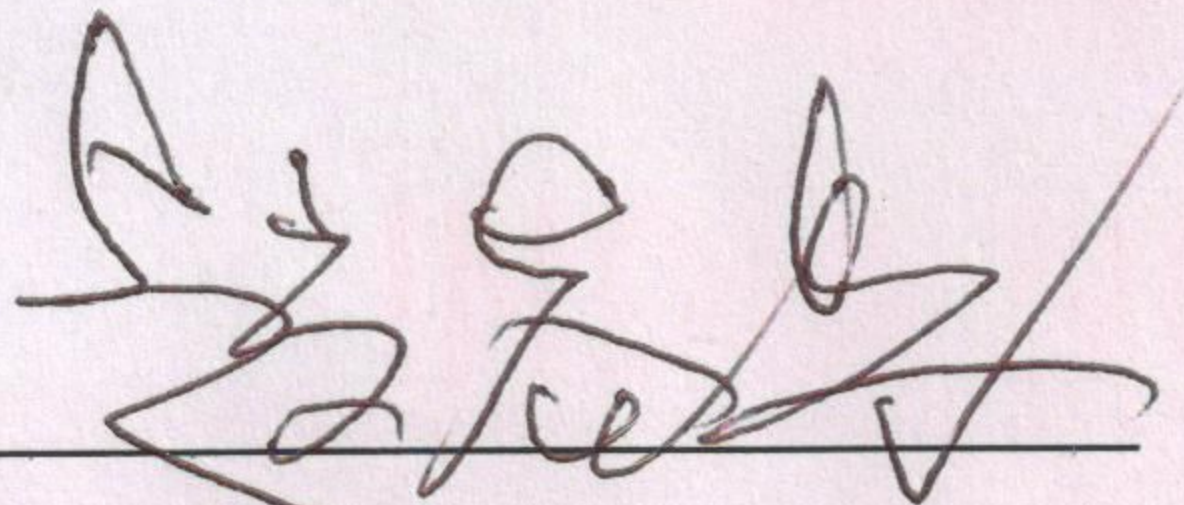
This Memorandum of Understanding was duly signed by representatives of all Parties Involved in 18<sup>th</sup> Day of October, 2013:

Signed:

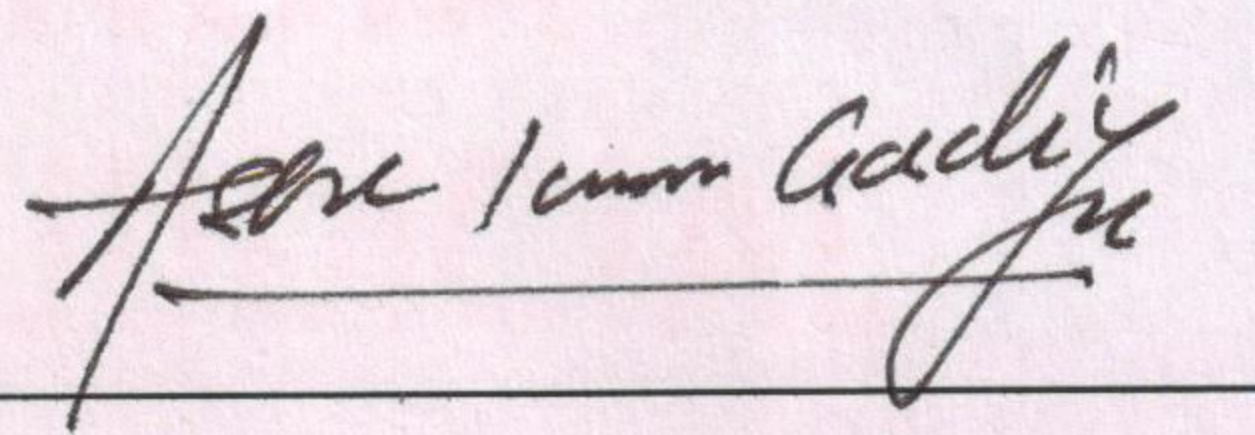
Signed:

For and On behalf of **Pyeongtaek University (PTU):**

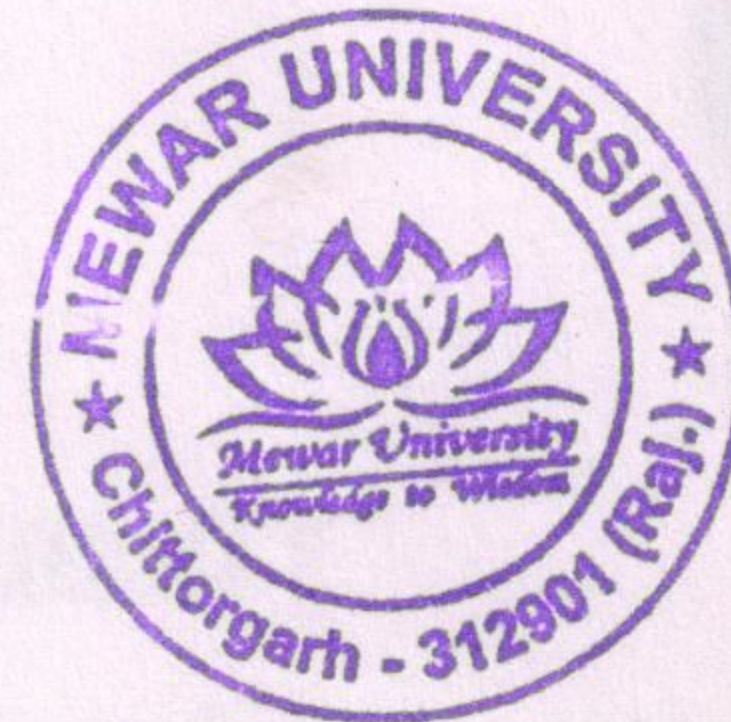
For and On behalf of **MEWAR UNIVERSITY (MUI):**



**Dr. Ki Hung Cho**  
President/PTU



**Ashok Kumar Gadiya**  
Chancellor/MUI



BETWEEN

Pyeongtaek University (Korea)

Pyeongtaek University is a private university located in Pyeongtaek, Korea. It was established in 1994 and is one of the largest universities in Korea. The university is known for its high quality of education and research. It has a wide range of undergraduate and postgraduate programs. The university is also known for its sports facilities and extracurricular activities. It is a member of the Association of Universities in Korea (AUK) and the Association of Universities in Asia (AUA).

Mewar University is a private university located in Chittorgarh, Rajasthan, India. It was established in 1994 and is one of the largest universities in India. The university is known for its high quality of education and research. It has a wide range of undergraduate and postgraduate programs. The university is also known for its sports facilities and extracurricular activities. It is a member of the Association of Universities in India (AUI) and the Association of Universities in Asia (AUA).

The purpose of this Memorandum of Understanding is to establish a framework for cooperation and collaboration between the two universities in various fields of education, research, and cultural exchange.

This Memorandum of Understanding shall be valid for a period of five years from the date of signing. It may be renewed or terminated by mutual consent of both parties.

This Memorandum of Understanding shall be signed by the authorized representatives of both universities and shall be in duplicate. One copy shall be retained by each university and the other copy shall be submitted to the Ministry of Education, Government of India.

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