

MEMORANDUM OF UNDERSTANDING (MOU)



TECHNO INDIA UNIVERSITY, TRIPURA

(Hereinafter referred to as TIUT)

Maheshkhola, Agartala, Tripura - 799003

INDIA

&



HOA SEN UNIVERSITY

(Hereinafter referred to as HSU)

08 Nguyễn Văn Tráng, Ben Thanh Ward, District 1, Ho Chi Minh City

VIETNAM

Agreement of Collaboration
Techno India University, Tripura
&
Hoa Sen University
e-mail: phonghoptacquocte@hoasen.edu.vn

WHEREAS,

Techno India Group started in 1985 for the exclusive purpose of delivering quality education in Science and Engineering, Management and other allied subjects (under the societies namely The Institute of Computers Engineers (India), The Institute of Modern Studies and The Academy of Engineers (India) and the trusts namely The Academy of Engineering and Management Trust, Techno India, The Academy of Higher Education, Tech Trust, Anubhav Peoples' Development Trust, Pramhans Educational and Welfare Trust and Integrated Education and Research Center for Engineering and Management) in the state of West Bengal, India. Today Techno India is the recognized leader among private education groups in India for its academic excellence and vast multitude of course offerings.

Techno India University, Tripura has strengthened its original emphasis on Science and Engineering and expanded into Management, Medicine, and other key areas like Information and Communication Technology, Nanotechnology, Genetics, Biotechnology, Food Technology, Construction Technology, Architecture, Biomedical Technology, Paramedical Sciences, Management Sciences, Sports Technology and Media Science. In an effort to build a solid foundation for the state education system, Techno India University, Tripura has also entered into the arena of primary and secondary education by establishing numerous model schools.

This memorandum records the intention of Computer Engineering, Electrical Engineering, Electronic Engineering, IOT Engineering, Telecommunications, Nano Technology, Robotics, Language, Liberal Arts, Business Management, International Business, International Trade, Economics and Finance, Culture & Media, Media Science between Hoa Sen University, and Techno India University, Tripura to strengthen ties between the two institutes, which might lead in the future to the establishment of one or more partnership agreements for exchange purposes or academic cooperation.

The signing of this memorandum is made as a gesture of goodwill between the two institutes, which may see the development of links in the areas of:

- a) Exchange of students for a given period through a recognized exchange program
- b) Exchange of faculty members of the institutes
- c) Exchange of documentation and research material
- d) Coordination in joint or collaborative research projects



- e) Cooperation in efforts to commercialize technologies developed at the two institutes or their partners in ways that are mutually beneficial

The signatories agree:

ARTICLE 1: Common shared vision

1.1. Signatories of this agreement share the following common vision: the promotion and enhancement of the dissemination of knowledge in order to provide society with superbly trained professionals and engineers and the creation of knowledge through the academic activities of its students in order to provide society with the vitally needed highly qualified personnel.

1.2. Signatories of this agreement agree in principle to establish for themselves a preferential Institutional partner status.

ARTICLE 2: Responsible offices

HSU and TIUT agree to appoint an overall coordinator for the administration. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students.

ARTICLE 3: Commitment of the signatories

HSU and TIUT commit themselves to work together in collaborative, collegial relationship of mutual benefit with the contribution of complementary skills and resources towards the common shared vision.

3.1. Exchange programme for TIUT students

3.1.1 HSU would offer opportunities to undergraduate students from TIUT to carry out projects in its own laboratories.

3.1.2 HSU agree in principle to intake in the regular curriculum students from TIUT for three (3) Months from September to November or from February to April. Students can transfer marks and credits from HSU to TIUT but are not awarded a degree from either university.

3.1.3 HSU may receive up to four (4) students per semester (i.e. up to eight (8) students per year). The exact numbers of students will be agreed upon by the two institutions on an annual basis. In any given year, the number of students hosted can vary.

3.1.4. TIUT will be responsible for screening and selection students, subject to acceptance by HSU.

3.1.5 HSU will assist the students to obtain housing and other matters of hospitality but is not obliged to provide financial assistance in any kind.

3.1.6 Participating students shall be responsible for obtaining their visas and completing the required immigration formalities.

3.1.7 Students participating to the programme will pay appropriate tuition fees at TIUT during the period at HSU. They will also pay for all personal expenses including visa, housing, travel, meals and health insurance. They will be exempted from tuition fees at HSU.

3.1.8 HSU will decide and confirm to TIUT and to the concerned students, the names and number of the modules that the students will be able to undertake, within a month of their arrival at HSU. The modules that the students will be able to undertake will represent a total number of 10 to 30 credits maximum.

3.1.9 HSU will send the mark records of the students to TIUT according to the decision taken in Clause No. 3.1.3.

3.1.10. The credits obtained by the students will be in conformity with the number and nature of the modules covered and validated by the students during their stay at HSU (between 10 to 30 credits maximum).

3.1.11. Only students who are in the final year of their bachelor's degree in TIUT will be eligible to participate to the exchange programme between TIUT and HSU.

3.1.12. All proposed visits must be documented in a signed written agreement, which specifically sets forth all of the requirements, commitments and obligations of the Visiting Party and the Hosting Party, including any issues regarding visits addressed in this MOU.

3.2 Exchange programme for HSU students

3.2.1 TIUT would offer opportunities to undergraduate students from HSU to carry out projects in its own laboratories.

3.2.2 TIUT may receive up to four (4) students per semester (i.e. up to eight (8) students per year). The exact numbers of students will be agreed upon by the two institutions on an annual basis. In any given year, the number of students hosted can vary.

3.2.3 HSU will be responsible for screening and selection students, subject to acceptance by TIUT.

3.2.4 TIUT will assist the students to obtain housing and other matters of hospitality but is not obliged to provide financial assistance in any kind.

3.2.5 TIUT will decide and confirm to HSU and to the concerned students, the names and number of the modules that the students will be able to undertake, within a month of their arrival at TIUT. The modules that the students will be able to undertake will represent a total number of 12 to 24 credits maximum.

3.2.6 TIUT will send the mark records of the students to HSU according to the decision taken in Clause No. 3.2.2.

3.2.7 Participating students shall be responsible for obtaining their visas and completing the required immigration formalities.

3.2.8 Students participating to the programme will pay appropriate tuition fees at HSU during the period at TIUT. They will also pay for all personal expenses in Agartala -India including visa, housing, travel, meals and health insurance. They will be exempted from tuition fees at TIUT.

3.3 Other activities

The above mentioned activities are not exclusive; other may be considered, such as:

- Student enrolments
- Joint academics programmes
- Double degree programmes
- Research
- Other areas of mutual interest

3.4 Exchange Programme for TIUT and HSU Faculty Members:

3.4.1. GOAL OF THE AGREEMENT: The goal of this agreement is the exchange of teaching personnel between the Department of Electronics & Communication Engineering, Electronics & Instrumentation Engineering, Electrical Engineering, Computer Science Engineering and Information Technology of TIUT and Computer Engineering, Electrical Engineering, Electronic Engineering, Telecommunications, etc., in order to enhance cross-cultural understanding, learning, and sharing of knowledge between the two institutions.

3.4.2. BALANCE IN EXCHANGE: Faculty exchanges will be on a one-to-one basis from each above mentioned departments but exchanges need not be in the same semester(s).

3.4.3. FACULTY EXCHANGE COORDINATION: Each institution will appoint an exchange coordinator responsible for receiving and screening applications for exchanges, orientation for departing and incoming faculty, and general program administration. The Host Institution coordinator will provide assistance and information related to housing, in-country transportation, health insurance, and related concerns where possible.

3.4.4. EXCHANGE FACULTY:

- a. No later than ninety (90) days before the start of each academic (year/semester/session), the Host Institution will present a list of faculty members nomination for participation in the Program for the upcoming academic (year/semester/session). The Host Institution reserves the right to approve such faculty. The Host Institution will confirm the final list of Exchange Faculty no later than one (1) months before the start of the academic (year/semester/session).
- b. Exchanged Faculty will be employees of the Home Institution, and will be compensated by the Home Institution. In no event shall the Exchange Faculty be considered agents, employees or representatives of the Host Institution.
- c. Exchanged Faculty will be fully qualified in all respects according to the standards of the Home Institution.
- d. The Home Institution will submit faculty credentials to the Host Institution prior to the beginning of each exchange.
- e. Exchanged Faculty will be subject to the policies, rules and regulations of the Host Institution.
- f. Exchanged Faculty must be proficient in the predominant language of the Host Institution.

3.4.5. FINANCIAL OBLIGATIONS:

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For HSU: For incoming faculty members, HSU provide local hospitality during the stay & a local tour for the city. For outgoing faculty members, HSU pays for the return air fare and a salary.

For TIUT: For incoming faculty members, TIUT will provide local hospitality during the stay & a local tour for the city. For outgoing faculty members, TIUT pay for the return air fare and a salary.

3.4.6. EXCHANGE OF PUBLICATIONS AND INFORMATION: Exchanged Faculty will be bound by the intellectual property policies of the Home Institution unless agreed otherwise by both parties in writing.

3.4.7. PERIOD OF APPOINTMENT: The minimum period of appointment will be set by the discussion between both intuitions. Exchange faculty appointments may be extended upon agreement by both parties.

3.4.8. DUTIES AND RESPONSIBILITIES: Exchange faculty will serve as full-time faculty members under the direction of the academic department at the host institution. They will be subject to general institutional policies, faculty regulations and workloads of the host institution.

3.4.9. COMPENSATION AND BENEFITS: The home institution will be responsible for paying the salary and benefits of exchange faculty members. The host institution bears no responsibility for providing funds to visiting faculty for any purpose other than those provided to its own faculty to support teaching, e.g., photocopying, telephone, and computer support.

3.4.10. IMMIGRATION ISSUES: All exchange faculty and accompanying dependents must follow immigration policies of the host country, as well as deadlines and health insurance requirements for exchange faculty.

3.4.11. RESPONSIBILITIES OF FACULTY:

- a. The visiting faculty will comply with immigration regulations of the host country.
- b. Exchanged faculty shall report to the host institution coordinator before the exchange begins.

3.4.12. INDEMNIFICATION: Each Party remains liable for all risks of personal injury and property damage caused by the negligent acts or omissions of that Party but subject to and reserving all applicable immunities granted by law or constitution to any Party. This clause is solely for the benefit of the parties to this agreement and in not intended to create any rights in any third party.

Each Party shall be deemed to be an independent contractor and shall not be liable for acts of the other, nor shall they be liable for the acts of any other participants in the exchange.

3.5. Research, Project and patent collaboration

3.5.1. Proposals for collaborative research work under this MoU will be submitted with the prior approval of the head of each institution, or by his or her nominee.



3.5.2. Each institution will nominate one of its members as its representative in-charge of the cooperative programs. Individual programs of work under this MOU will be jointly planned and conducted by the nominees of both parties.

3.5.3. Progress of work of any individual program will be reviewed and approved by the designated authorities of both parties.

3.5.4. The final approval of any project will depend on the availability of guaranteed support funds.

3.5.5. Neither TIUT nor HSU will be responsible for any liability to the other party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this MOU relates.

3.5.6. Every collaboration will have its own agreement or contract, which address issues such as funding pattern, disclosure of information etc.

3.6. CONFIDENTIALITY

3.6.1 The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. Parties may disclose confidential information only to their shareholders, directors, officers, or advisors with a legitimate need to know, and who are bound by nondisclosure obligations:

- (a) Disclosure to third parties is allowed if required by law, regulatory authority, or stock exchange regulations.
- (b) Parties must consult with each other before disclosing information if required by law, regulatory authority, or stock exchange, seeking confidential treatment for disclosed portions.
- (c) Both parties are committed to safeguarding the confidentiality of the MOU and negotiations within legal and regulatory boundaries.

3.6.2 The terms and exploitation of intellectual property, inventions and innovations will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to an intellectual property currently licensed to or belonging to either Party. An intellectual property held by Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.


ARTICLE 4: Administrative Provisions

1. Terms and terminations

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This agreement will become effective upon signing and shall be effective for five (5) years or until earlier termination by either party in keeping with the terms of this agreement.

2. Modification

This agreement may be modified and signed by the both parties by mutual consent. 

Hoa Sen University, Vietnam
Dr. Phan Thi Viet Nam
Vice President
Hoa Sen University

Techno India University, Tripura
Shri Satyam Roychowdhury
Chancellor
Techno India University, Tripura



Stamp.....

Date: August 6, 2024



Stamp.....

Date: 06/08/2024

Witnesses:

Dr. Ho Thi My Linh
Head
Office of Global Engagement
Hoa Sen University

Dr. Summauli Pyne
Director
Department of Global Affairs &
International Relations,
Techno India University, Tripura

