



Memorandum of Understanding for academic cooperation (Faculty / Student exchange) between

IPS Academy, Institute of Engineering & Science, Indore, India and University of Peradeniya (UoP), Sri Lanka

IPS Academy, Institute of Engineering & Science and University of Peradeniya (UoP) recognize their strengths in research and education in one or more disciplines of Dental science and Engineering and their mutual interest in engaging themselves in academic cooperation.

- 1. Therefore, IPS Academy, Institute of Engineering & Science and UoP agree to establish a programme for academic cooperation in areas of mutual interest, in order to carry the activities at the Department of Mechanical Engineering Faculty of Engineering in accordance with terms and conditions set forth in this memorandum of understanding (MoU). IPS Academy, Institute of Engineering & Science and UoP agree to
 - a. exchange information on research and educational programmes,
 - b. exchange information on teaching, learning material and other literature relevant to their educational and research programmes,
 - c. jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein,
 - d. jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
 - e. jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein,
 - f. exchange, on a reciprocal basis, faculty and students for limited periods for purpose of education and /or research.
- 2. IPS Academy, Institute of Engineering & Science and UoP agree that detailed terms and conditions that guide each activity identified above if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of the proposed activity and financial arrangements.

3. The Department of Oral Medicine and Periodontology of the Faculty of Dental Sciences will coordinate the activities under this on behalf of UoP_and each institution shall appoint the member named herein to coordinate the programme on its behalf. The coordinators, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.

On behalf of IPS Academy, Institute of Engineering & Science

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On behalf of UoP

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Any changes to the above information should be communicated in a written notice within fourteen (14) days of such changes.

- 4. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, policies, rules and regulations and international agreements to which both parties are committed. In the event the research collaboration leads to Intellectual property rights, will be worked out on a case-to-case basis through separate agreements, in accordance with the policies of the two parties on intellectual property.
 - 5. In case of a joint publication, the use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants.
 - 6. Each Party shall not reveal to any third party any information acquired by it further to this Memorandum or any other ancillary agreement or transactions contemplated herein without the prior consent of the other Party. This provision does not apply where any disclosure is made at the request of a supervising or controlling authority or by court order.

- 7. The host institutions policies would be applicable with respect to exchange, on a reciprocal basis, faculty and students for limited periods for purpose of education and /or research.
- 8. Exchange of materials in education and research, academic publication and academic information has to be done in accordance with the prevailing institutions rules and regulations of the parties and within the legal framework of both countries
- 9. This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years and may be continued thereafter after suitable review of the terms and conditions and by entering in to new MoU. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IPS Academy, Institute of Engineering & Science nor UoP will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IPS Academy, Institute of Engineering & Science and UoP will ensure that all activities in progress are allowed to complete successfully.
- 10. Should there be a dispute relating to any aspect of academic cooperation, Director, IPS Academy, Institute of Engineering & Science and Vice-Chancellor, UoP will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.
- 11. Nothing contained herein shall constitute a partnership between or joint venture by the Institutions hereto or constitute either institution as the agent of the other.
- 12. Unless otherwise stated, this MoU does not constitute or create, and will not be deemed to constitute any legally binding or enforceable obligations on the part of either institution unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the institutions.
- 13. Entering into this MoU will not create any financial obligation on either Institution until such time separate agreements are entered into between the parties.
- 14. This MoU represents the entire and integrated MoU between the parties and supersedes all the prior negotiations, representations and agreements, whether written or oral.
- 15. The parties reserves the right for reasons of national security, national interest or public order to suspend temporarily, either in whole or in part, the implementation of this MoU, which suspension will take effect immediately after notification given to the other parties through diplomatic channels.
- 16. No parties shall be liable for any delay in performing, or for failure to perform, its obligations under this MoU, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this MoU to the extent that such delay, failure or breach arises from any cause, event or circumstances beyond the reasonable control of that party (including acts of God, fire, flood, earthquake, natural catastrophe, storm, epidemic, war,

terrorism, explosion, riot, civil disturbance or other national emergency, embargo, strike, lock-out or industrial dispute(involving employees other than its own), any acts or restrains of government or public authority, judicial orders or any breach or non-performance of this MoU by any other party provided the same arises without the fault or negligence of such party.

17. This MoU shall be signed after obtaining the approval of the respective academic/administrative bodies

IN WITNESSWHEREOF, this MoU has been executed by the said two parties as of the day written below:

The common Seal of IPS Academy, Institute of Engineering & Science, was affixed at Indore on this 24:01:2023 in the presence of the authorized officer of IPS Academy, Institute of Engineering & Science, namely Dr. Archana Keerti Chowdhary, Principal do hereby attest the sealing hereof.

Dr. Archana Keerti Chowdhary

(Principal)

Vice - Chancellor

Acting Registrar