



RESTRICTED

MEMORANDUM OF UNDERSTANDING (MoU)



BETWEEN

THE MILITARY INSTITUTE OF SCIENCE AND TECHNOLOGY (MIST) BANGLADESH
AND
PORT CITY INTERNATIONAL UNIVERSITY

I. Preamble

1. Military Institute of Science and Technology (MIST), Bangladesh and the Port City International University, recognizing their strengths and the benefits to their respective University/Institute from the establishment of international link and foster academic cooperation and research, conclude this Memorandum of Understanding (MoU).

II. Scope and Objectives

2. The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two Institutes/Universities.

3. Both the Universities/Institutes agree to develop the following collaborative activities but not limited to such activities in the academic areas of mutual interest on the basis of equality and reciprocity:

- a. Exchange of Under Graduate students of different Faculty.
- b. Providing Faculty members as deemed necessary.
- c. Promoting other academic cooperation as mutually agreed like MSc and PhD programme.
- d. Joint research activities.
- e. Credit transfer arrangement.
- f. Exchange of academic information and materials.
- g. To jointly organize seminars, conferences or workshops on topics of mutual interest.

III. Authorities and Policies

4. MIST and Port City International University, both agree to designate the following individuals or such other persons notified by the party to oversee and facilitate implementation of this agreement:

Port City International University, **Prof. Dr. Md Nurul Anwar**, Vice Chancellor

and

Military Institute of Science and Technology (MIST), **Maj Gen Md Siddiqur Rahman Sarker, hdmc, psc** Commandant.

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5. This MoU will be identified as the parent document of any future agreement executed between the parties. Further agreements concerning any programme will provide details concerning the specific commitments made by each party and will not become effective until they have been reduced to writing and executed by the duly authorized representatives of both parties.

IV. Financial Commitments

6. This MoU does not constitute a financial commitment on the part of the Parties. Terms and conditions for student exchange programme between MIST and Port City International University, will follow the procedure of MIST.

V. Intellectual Property and Publication Rights

7. MIST and Port City International University both agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case- to-case basis. Both University / institutions shall seek an equitable and fair understanding as to ownership and property interests that may arise.

VI. Tenure and Termination

8. This MoU becomes effective and remains valid for a period of one year from the date of signing by the authorities of both the Parties. It may be expanded or amended by mutual agreement of the parties. It is renewed every one year without change on this date unless one party gives notice six months in advance that it wishes to terminate the agreement.

9. This MoU may, at any time during its period of validity, be terminated by one of the party upon prior notice to the other in writing not later than six months before the termination date. Termination will be without penalty. If this agreement is validly terminated, neither institution shall be liable to reimburse each other for any monetary or other losses that may result. The termination shall not affect the validity, duration, or completion of projects under this MoU that were initiated prior to such termination.

10. The intention of the parties is that the terms of the agreement are not enforceable in a court of law. Further, nothing in this MoU binds either of the parties to enter into any future agreements in relation to its subject matter, if they consider that entering into such agreement would be inconsistent with their requirements. Nothing in this agreement constitutes the parties as partners, agents or employees of the other and they expressly deny the existence of such a relationship.

VII. Arbitration Clause

11. Should there be a dispute relating to any aspect of academic cooperation, Commandant/Dean MIST and Vice Chancellor of Port City International University will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility.

Approving Signatures:

Signed in duplicate at (place) Port City International University on this (date) 15 January 2014, in English and Bangla, each version being equally valid.

For the

Military Institute of Science and Technology
(MIST), Mirpur



Maj Gen Md Siddiqur Rahman Sarker, hdmc, psc
Commandant **MD.SIDDIQUR RAHMAN SARKER**
Major General
Commandant
MIST

For the

Port City International University



Prof. Dr. Md Nurul Anwar
Vice Chancellor

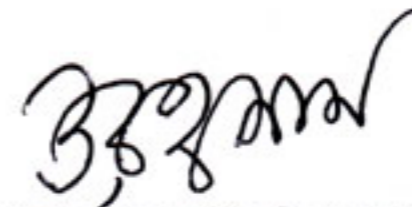


Witness



Col Md Shameem Ahsan Jaglul, psc
Col Staff **MD SHAMEEM AHSAN JAGLUL**
Colonel Staff
MIST

Witness



Mr. Obidur Rahman
Registrar

