

22 December 2020

Prof. Dr. B.M.K. Prasad
Director General
Dronacharya Group of Institutions

Memorandum of Understanding

Dear Prof. Prasad,

Please find enclosed 1 copy of the Memorandum of Understanding and Students and Staff Exchange Agreement Appendix between Dronacharya Group of Institutions and Graduate School of Life Science and Systems Engineering of Kyushu Institute of Technology, signed by both representatives.

We appreciate your kind cooperation regarding this agreement renewal and hope that it will further strengthen our relationship.

Yours sincerely,



Aya Umeda
International Exchange Section
International Affairs Division
Kyushu Institute of Technology
1-1, Sensuicho, Tobata-ku, Kitakyushu-shi, Fukuoka
804-8550 JAPAN

**Memorandum of Understanding
Between
Dronacharya Group of Institutions
and
Graduate School of Life Science and Systems Engineering,
Kyushu Institute of Technology**

Dronacharya Group of Institutions, in Uttar Pradesh State , India, and Graduate School of Life Science and Systems Engineering, Kyushu Institute of Technology, in Fukuoka Prefecture, Japan, join in the MOU on the promotion of the following academic exchanges between the two institutions.

1. Joint research
2. Exchange of academic material and academic publications
3. Exchange of faculty members for research, discussion, and lectures
4. Exchange of undergraduate and graduate students for study and research

Themes of joint activities, the conditions for utilizing the results achieved, and arrangements for specific visits, exchanges and forms of cooperation shall be negotiated for each specific case and agreed in written agreement by both parties under this MOU before implementation.

Both institutions understand that all the financial arrangements must be negotiated in advance of any exchanges and will depend on the availability of funds. This MOU does not place any financial obligation on either institution.

The MOU shall come into force on (03/07/2020) and shall be valid for an initial period of five (5) years until (02/07/2025).

The possibility and the terms of a renewal of this MOU shall be discussed by the representatives of two institutions no less than six (6) months prior to the expiration date of the MOU.

This MOU may be revised at any time by mutual agreement in writing, and may be terminated at any time by mutual agreement in writing or by six (6) months prior written notice by either institution to the other.

Any provisions contained herein shall neither be binding nor construed as constituting a commitment by any of the parties hereto.

This MOU is made and duplicated in English and each institution shall retain one (1) original signed copy. Any translation in any other language shall be for reference only and shall not be legally binding.

(Signature)

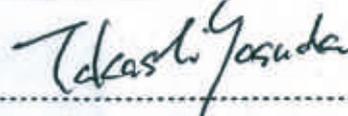


(Dr. Satish Yadav)
Chairman
Dronacharya Group of Institutions

Date:- 03-07-2020



(Signature)



Prof. Dr. Takashi YASUDA
Dean
Graduate School of Life Science and
Systems Engineering
Kyushu Institute of Technology

Date 20 - 10 - 2020

(day/month/year)

**Students and Staff Exchange Agreement Appendix
to the Memorandum of Understanding
between
Dronacharya Group of Institutions
and
Graduate School of Life Science and Systems Engineering,
Kyushu Institute of Technology**

Preamble:

Based on the principles of equality and reciprocity, Dronacharya Group of Institutions and Kyushu Institute of Technology agree to the following terms and conditions with the intention of enhancing the longstanding relationships between the two institutions and mutually striving to promote academic and research exchange activities:

Article 1. Definition:

"Home Institution" means the institution where the student originally enrolled.

"Host Institution" means the institution which has agreed to receive students from the Home Institution.

"Exchange Student" means a student for whom reciprocal obligations exist for the Home Institution to accept such student for enrollment as non-degree seeking student from the Host Institution.

"Exchange Staff" means faculty members such as professors, lecturers, researchers, technical staff, and administrative officers belonging to the Home Institution.

Article 2. Student Exchange:

2-1. Balance of Exchanges:

Both institutions shall make reasonable effort to balance the numbers of Exchange Students participating from each institution by the end of the five (5) year term of this Agreement. However, the numbers of Exchange Students may vary in any given year.

2-2. Duration of Exchanges:

The period of stay of each Exchange Student at the Host Institution shall not exceed one (1) academic year.

2-3. Number of Exchange Students:

The number of Exchange Students shall not exceed five (5) students per institution per academic year. Both institutions shall make reasonable effort to keep the numbers sent from each institution to be reciprocal and equal. Two (2) Exchange Students enrolling for one (1) semester or

less shall be deemed equivalent to one (1) Exchange Student enrolling for one (1) academic year. However, the Host Institution may exercise its discretion in considering the appropriate timing for admission of Exchange Students to its courses or research works.

2-4. Selection of Exchange Students at the Home Institution:

The Home Institution shall be responsible for selecting candidates for Exchange Students. Exchange Students shall be full-time students at the Home Institution.

2-5. Admission Procedures:

The Home Institution shall send a list of the Exchange Students nominated, their applications, and other documents required to the Host Institution by the deadline set forth each year by the Host Institution. The Host Institution shall have the right to make the final decision on the admission of each candidate based on its admission policies, rules and regulations set forth officially. The Host Institution shall inform the Home Institution of its final decision on each proposed admission as soon as possible.

2-6. Tuition and Fees:

Exchange Students shall pay normal tuition and other fees to the Home Institution in accordance with the rules and regulations of the Home Institution. Each Host Institution shall waive examination, matriculation, and tuition fees for Exchange Students, except for special courses including intensive language courses and summer / spring programs.

2-7. Use of Facilities and Services:

Host Institution shall grant Exchange Students access to its facilities and services normally available to its own students.

2-8. Financial Responsibility of Exchange Student:

Exchange Students or the Home Institution shall be responsible for room, board, books, travelling, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs.

2-9. Transfer of Credits:

It shall be the sole responsibility of the Home institution to recognize how many transfer credit units the Exchange Student may receive for the courses or research works taken at the Host Institution. Upon request from the Home Institution, the Host Institution shall send necessary documents including an official academic transcript or an official certificate of the Exchange Student for the Home Institution to transfer the credits.

Article 3. Staff Exchange:

3-1. Duration of Staff Exchange:

Each institution shall consult on a regular basis, the possibility of Staff Exchange in areas of education, research or administration. The period of exchange shall be discussed and agreed by the both institutions.

3-2. Salaries and Expenses:

Exchange Staff or the Home Institution shall be responsible for room, board, travel expenses, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs or supported with the authorization under the rules and regulations of Host Institution. Salaries shall be responsible of Home Institution.

3-3. Numbers of Staff Exchange:

Both institutions shall make reasonable effort to keep the numbers of Exchange Staff from each institution to be reciprocal and equal.

3-4. Access to Special Facilities and Area:

Exchange Staff shall have no right unless advanced understanding and permission are made in writing between the both institutions, of access to special facilities and area including laboratories and equipment designated as special facilities and area at Host Institution.

Article 4. General:

4-1. Assistance with Visa Applications and Accommodations:

The Host Institution shall provide Exchange Students or Exchange Staff with the necessary information of visas and relevant documents and all other assistance for visa applications whereas it shall be the sole responsibility of the Exchange Student or the Exchange Staff to complete the procedures.

The Host Institution shall make every reasonable effort to assist Exchange Students or Exchange Staff from the Home institution in finding adequate accommodations on / near its campuses. Should such accommodations not be available, the Host institution shall assist the students or the staff in finding suitable alternative accommodations.

4-2. Obligation of the Exchange Student and the Exchange Staff

Exchange Students or Exchange Staff shall observe the rules and regulations set forth by the Host institution as well as the immigration laws, civil laws, criminal laws, and the regulations of the Host country. Exchange Students or Exchange Staff shall have health insurance and liability insurance as designated by the Host institution. Host institution reserves the right to expel any Exchange Student or Exchange Staff at any time for academic or personal misconduct in violation of the rules and regulations of the Host institution. However, such expulsion shall first be discussed and agreed upon by the both institutions. Upon completion of the exchange at the Host institution, the Exchange Student or the Exchange Staff shall return to the Home country

without any delay or fail. No extension of stay shall be permitted without explicit authorization of the both institutions.

4-3. Data Protection:

Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement. Both institutions shall ensure that personal information is not used to any other purposes than that for which it is collected.

4-4. Intellectual Property Rights:

This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.

4-5. Dispute Resolution:

Should any doubt or dispute arise from the interpretation or implementation of this agreement, the Parties will strive to achieve a solution by mutual consent. Should this solution not be possible, the Parties should choose a method of the resolution through a third party in accordance with the Rules of Arbitration of International Chamber of Commerce. The both institutions agree that the arbitral award shall be final and binding upon the institutions.

4-6. Force Majeure:

Neither institution shall be liable for any failure or delay to perform its part of this Agreement when such failure or delay are due to Act of God, war, armed conflict, civil disturbance, riots, legal restrictions, insurrections, strikes, natural disasters, pandemic disease or any cause beyond the control of the institutions; provided that a written notice of the commencement and cessation of the circumstances excusing performance shall be as quickly as possible.

4-7. Term and Renewal:

This Agreement shall become effective upon the execution date of the MOU (03/07/2020) and shall be valid through the same period of the MOU until (02/07/2025). The possibility and the terms of a renewal of this Agreement shall be discussed by the representatives of two institutions no less than six (6) months prior to the expiration date of the effective Agreement.

4-8. Revision and Termination:

This Agreement may be revised at any time by mutual agreement in writing by the both institutions, and may be terminated at any time by mutual agreement in writing or by six (6) months prior written notice by either institution to the other.

4-9. Validity of the Exchange:

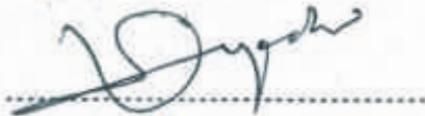
Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both institutions shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Students/staff complete their exchange period.

4-10. Controlling Language:

This Agreement is made and duplicated in English and each institution shall retain one (1) original signed copy. Any translation in any other language shall be for reference only and shall not be binding.

IN WITNESS WHEREOF, the institutions hereto have caused this Agreement to be executed by their duly authorized representative.

(Signature)



(Dr. Satish Yadav)
Chairman
Dronacharya Group of Institutions

(Signature)



Prof. Dr. Takashi YASUDA
Dean
Graduate School of Life Science and
Systems Engineering
Kyushu Institute of Technology

Date:- 03-07-2020



Date 20 - 10 - 2020

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