



## **Memorandum of Understanding**

**Between**

**Curtin University Malaysia**

**And**

**Rajiv Gandhi Institute of Petroleum Technology**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called 'MOU') is made on the  
on Academic Exchange between:

**Curtin University Malaysia** incorporated as a University pursuant to the Universities and University Colleges Act of 1971, located at Lot 2160, Kuala Baram Land District, Lutong, CDT 250, 98009 Miri, owned and managed by Curtin (Malaysia) Sendirian Berhad (Company No. 464213-M), a company incorporated and registered under the Companies Act, 1965 in Malaysia with its registered address at Lot 986, 1' Floor, Jalan Bendahara, 98000 Miri, Sarawak Miri, Sarawak, Malaysia (hereinafter referred to as 'CURTIN' or 'Party' or 'University', collectively referred to herein as the 'Parties' or 'Universities'); and

**Rajiv Gandhi Institute of Petroleum Technology**, an Institute of National Importance, incorporated through an Act of Parliament ("Rajiv Gandhi Institute of Petroleum Technology Act 2007"), located at Jais, Uttar Pradesh, India with two centers one at Bengaluru and one at Sivasagar, Assam (hereinafter referred to as 'RGPT' or 'Party' or 'University', collectively referred to herein as the 'Parties' or 'Universities').

### **WHEREAS:**

1. The Parties recognize the value of international cooperation and have agreed to continue their common interest in promoting the mutual cooperation in the area of education and research;

**THUS:**

2. The Parties agree to implement the MOU under the terms and conditions hereinafter set forth, and
3. The Parties agree that while the educational cooperation proposed in this document is concentrating on the institutional level, in the future it may be extended to other content of specific disciplines by mutual agreement.

The terms and conditions of the MOU are as follows:

**General-Provisions**

1. Both parties will make every reasonable effort to encourage educational and research cooperation to the extent that they are able under the provisions of this agreement and endeavor to cooperate in areas of mutual interest. Within domains that are mutually agreed to, both institutions agree on the following general forms of cooperation:
  - 1.1. Joint education and research activities
  - 1.2. Exchange of faculty members for research, lectures, and discussion
  - 1.3. Exchange of students for study and research
  - 1.4. Exchange of academic materials and academic publications
  - 1.5. Organization of joint academic and scientific conferences

**Principles**

1. The aim of both institutions is to develop and offer higher education of the highest quality that effectively addresses human resources needs in society, by applying innovative student-centered outcome-based learning methodologies. Parties intend to share knowledge, experiences and educational research results and to support each other in further educational development.
2. Visits by academic staff members will be encouraged for the mutual benefit of both universities. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research.
3. A student programme may include student exchanges, joint supervision of postgraduate students, and the provision of library access and academic assistance for doctoral research students. Such activities shall be negotiated and agreed to by the universities on a case-by-case basis.

4. The two universities will seek opportunities to cooperate in research. The details of specific proposals will be determined by the mutual agreement of relevant faculties of both universities. The form of cooperation may vary with the goal of each project.
5. To facilitate academic and cultural interchange, the exchange of research materials, publications and information will be encouraged. Each university will invite the other, when appropriate, to participate in conferences, symposia and short visits. Joint educational programs and joint curriculum development are encouraged as well.
6. Any proposals for any form of cooperative work under this MOU between the Parties shall be detailed under separate agreements to be signed by both Parties.
7. Any expenses or operational budget arising as a result of this MOU shall be addressed on case-by-case basis under a separate agreement and shall be based on the responsibilities of each Parties involved in the cooperative work.
8. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both parties.
9. Notwithstanding anything in paragraph No. 8 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party shall be solely owned by the party concerned
10. The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
11. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.

12. For purpose of paragraph No. 11 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information data and/or solutions in any form, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
13. Both Parties agree that the provisions of these paragraphs No. 11 and 12 shall continue to be binding between the Parties notwithstanding the termination of this MOU.
14. This MOU shall remain in force for a period of 5 years from the date of the last signature. The MOU may be extended by mutual consent of both parties; and may be terminated by either party by written notice at least six months in advance. Termination of the MOU will not affect participants from completing their activities at the host institution.
15. Any amendments to this MOU can only be made in writing and after consultation and mutual consent of the two parties. Such amendments, once approved by both institutions, will become part of this MOU and are incorporated by reference.
16. Any differences of opinion and interpretations of this MOU shall be settled by mutual consultation or negotiation between CURTIN and RGIPT.
17. Every university participated in this agreement should mention the other partner university website (hyperlink) on their own official website.
18. Each party will assign a key contact person to be responsible for the execution of this memorandum of understanding.

Key contact person for CURTIN:

Dr. Hisham Khaled Ben Mahmud

[Email: hisham@curtin.edu.my](mailto:hisham@curtin.edu.my)

Key contact person for RGIPT:

Dr. Tushar Sharma

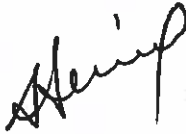
[Email: tsharma@rgipt.ac.in](mailto:tsharma@rgipt.ac.in)

Authorized representatives of CURTIN and RGIPT shall sign two original Memorandum of

Understanding documents. Each university shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives with the intent that it is effective as of the date signed by the Parties.

Signed for and on behalf of  
CURTIN (MALAYSIA) SDN BHD by



**Professor Simon Leunig**  
Pro Vice-Chancellor Curtin Malaysia  
DATE: 26 August 2020

Witness:



**Dr. Hisham Khaled Ben Mahmud**  
Associate Professor, Department of Petroleum Engineering  
Curtin Malaysia

Signed for and on behalf of  
RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY by

  
28 August 2020

**Professor A S K Sinha**  
Director, Rajiv Gandhi Institute of Petroleum Technology  
DATE:

Witnesses:

  
28/08/2020

**Dr. M.S. Balamanigamani**, Dean,  
Research & Development, RGIPT

  
26/8/2020  
**Dr. Tushar Sharma**, Assistant Professor,  
Department of Petroleum & Geological Sciences, RGIPT