



**Western Norway
University of
Applied Sciences**

**Extension of the Memorandum of Understanding
in the Area of Academic and Research Collaboration**

The attached MOU was signed by the University of Jaffna and Western Norway University of Applied Sciences, Norway on 14.03.2017 for a period of five years. Both institutions won grants under Norwegian Partnership Programme for Global Academic Cooperation (NORPART) project for another six years for PhD partnership programmes by collaborating with the University of Bergen, Norway. We hereby extend the period of the Memorandum of understanding for six years with effect from 14.03.2022.

Signatures

Accepted for and on behalf of

University of Jaffna

Accepted for and on behalf of

**Western Norway University
of Applied Sciences**

and duly authorised

and duly authorised

Signature :

A handwritten signature in blue ink, appearing to be 'S. Srisatkunarajah'.

Name : Professor S. Srisatkunarajah

Designation : Vice Chancellor

Date : 06/04/2022

Place : Jaffna, Sri Lanka

Signature :

A handwritten signature in blue ink, appearing to be 'Gro Anita Fonnes Flaten'.

Name : Gro Anita Fonnes Flaten

Designation: Pro-Rector

Date 28/3-22

Place : Bergen, Norway



COMPLIANCE OF LAWS/RULES/REGULATIONS

- 1.1 University of Jaffna undertakes and agrees, in accordance with the Universities Act. No 16 of 1978, all applicable regulations/ rules/ orders under that Act and applicable by-laws of the University of Jaffna, at all times during the term of this agreement to
 - 1.1.1 act towards University of Bergen conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to University of Bergen under this Agreement and any applicable laws;
 - 1.1.2 not act in a way which will incur any liabilities on behalf of University of Bergen or to pledge the credit of University of Bergen;
 - 1.1.3 comply with all reasonable and lawful instructions of University of Bergen from time to time concerning the marketing, scale and delivery of the Course in the Territory;
 - 1.1.4 use its best endeavours to promote the Course in the Territory;
 - 1.1.5 keep proper records and books of account showing information on the delivery of the Course. University of Bergen (or its authorized representative) shall have the right to inspect and audit such records and books of account and to enter the premises of University of Jaffna to inspect such records and books of account on reasonable notice. Such right of inspection of University of Bergen shall remain in effect for a period of 12 months after the termination of this Agreement.
- 1.2 In terms of section 45(2)(xv) of the Universities Act, the Council of a University has the power to enter into, carry out or cancel contracts on behalf of the University.
- 1.3 The Council of the University of Jaffna will be responsible for entering into contracts with Course participants for the provision of the Course to those participants upon terms and conditions determined by the Council of the University of Jaffna
- 1.4 University of Jaffna shall not revise, update or otherwise changes its terms and conditions without first consulting University of Bergen.
- 1.5 “Observe all directions and instructions given to University of Jaffna by University of Bergen in relation to promotion and advertisement of the Course” be made subject to the Universities Act, all applicable regulations/rules//Orders under that Act and applicable by-laws of the University.
- 1.6 However, Sri Lanka does not have a single consolidated law on data protection as at November 2021. However, the following legislation deal with certain aspect of privacy and data protection in Sri Lanka
 - Computer Crime Act No.24 of 2007 ('the Computer Crime Act')
 - Electronic Transactions Act No.19 of 2006 ('Electronic Transactions Act')
 - Right to information Act No.12 of 2016 ('the RTI Act')
 - Banking Act No.30 of 1988
 - Telecommunication Act No 25 of 1991 and
 - Intellectual Property Act No. 36 of 2003 ('the Intellectual Property Act')
- 1.7 For the purposes of the Data Protection Act 2018 or equivalent legislation governing data protection and privacy in Sri Lanka as applicable the University of Jaffna gives their consent to the holding processing and accessing of personal data provided by them to the College for all purpose relating to the performance of this agreement
- 1.8 Expiry or termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the date of expiry or termination as well as the right to claim damages or obtain other remedies under the English Common Law.



MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding (MoU) with regard to the
establishment of a collaborative relationship in areas of**

ACADEMIC AND RESEARCH COLLABORATION

Made and entered into by and between

Western Norway University of Applied Sciences, Norway
(Hereinafter referred to as "HVL")

and

University of Jaffna, Sri Lanka
(Hereinafter referred to as "UOJ")

Recognising:

- that cultural and scientific interaction is indispensable to institutions of higher education in developing their educational and research activities, and
- that institutions of higher education are enriched by international collaboration,

the named institutions hereby record their understanding.

ARTICLE I

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities within areas of common interest of the named institutions.

ARTICLE II

The scope of collaboration on academic and research activities in this Memorandum of Understanding can include, but are not limited to, the following categories:

1. Exchange of staff and students.
2. Research and teaching collaboration in the areas of mutual interest to both parties
3. Joint scientific publications
4. Exchange of academic materials made available by both parties.
5. Organisation of symposia, conferences, short courses and meetings on research issues of mutual interest.

ARTICLE III

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

1. Development of a specific project taking place within this Memorandum of Understanding should take the form of a supplementary agreement which will in detail outline key responsible people, sources of funding, and specific collaborative activities.
2. The final approval of any project will be dependent upon the availability of guaranteed support funds.
3. Progress of work of any supplementary agreement under the Memorandum of Understanding will be reviewed and approved by designated responsible people of both parties.
4. Neither the Western Norway University of Applied Sciences nor University of Jaffna will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

5. Based on the principles of mutual respect and mutual benefit, the parties will protect each other's reputation and support each other's programmes and work.
6. The joint language of collaboration will be English.

ARTICLE IV

Duration of the Memorandum of Understanding:

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of five years. Thereafter it will be reviewed and can be amended or renewed as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters.

Signatures

Accepted for and on behalf of

Western Norway University
of Applied Sciences

and duly authorised

Signature:



Name: Dr. Bjørg Kristin Selvik

Designation: Pro Rector

Date: March 14. 2017

Place: Jaffna, Sri Lanka

Accepted for and on behalf of

UNIVERSITY OF JAFFNA

and duly authorised

Signature:



Name: Professor (Ms) V. Arasaratnam

Designation: Vice- Chancellor

Date: March 14, 2017

Place: Jaffna, Sri Lanka

VICE CHANCELLOR
University of Jaffna
Jaffna, Sri Lanka