



# MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding regarding the establishment of a collaborative relationship in areas of research and development**

**Made and entered into by and between**

## **UNIVERSITY OF BERGEN**

a higher education institution, herein represented by Professor Margareth Hagen in her capacity as **Rector of *University of Bergen*** and duly authorised

(Hereinafter referred to as "**UoB**")

and

## **UNIVERSITY OF JAFFNA**

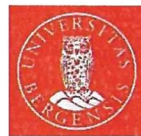
a higher education institution, herein represented by Professor Sivakolunthu Srisatkunarajah, in his capacity as **Vice-Chancellor of *University of Jaffna*** and duly authorised

(Hereinafter referred to as "**UoJ**")

(Individually referred to as "Party" and collectively as "**Parties**")



யாழ்ப்பாணப் பல்கலைக்கழகம், இலங்கை  
ශාසනය විශ්වවිද්‍යාලය, ශ්‍රී ලංකාව  
UNIVERSITY OF JAFFNA, SRI LANKA



University of Bergen

## Memorandum of Understanding on PhD Partnership between University of Jaffna and University of Bergen

### Preamble

This MOU provides the partnership framework for a PhD Partnership between the University of Jaffna and Institute for Physics and Technology, Faculty of Mathematics and Natural Sciences, University of Bergen, Norway.

### Scope

This MOU enables talented and motivated graduates /academic staff of University of Jaffna, who could not otherwise afford to study in Norway, to gain the knowledge and skills required for sustainable development in the field of Science, Engineering and Technology. Further, this MOU provides access to high-end research equipment and expertise for the potential high quality doctoral candidates, and contributes to higher education and research through collaboration and partnerships. The proposed PhD holders shall have the potential to become influential teachers or researchers in the field of Science, Engineering and Technology.

### SCHEDULE 1: REGISTRATION, DURATION OF STUDY AND ENTRY CRITERIA

#### 1.1 Registration

- 1.1.1. The potential candidates are required to register for PhD programme at the University of Bergen and University of Jaffna as full time and exchange research students, respectively.
- 1.1.2. The PhD degree shall be awarded by the University of Bergen only and in compliance with the governing rules and regulations of the University of Bergen.

#### 1.2 Duration of Study

- 1.2.1. Students shall carry out **research work** for up to three-years at the University of Bergen, Western Norway University of Applied Sciences (HVL) and University of Jaffna for contributing towards **PhD degree to be conferred by the University of Bergen, Norway.**
- 1.2.2. PhD candidates should carry out research work at the University of Bergen/Western Norway University of Applied Sciences for at least one and a half years.

### **1.3 Entry Criteria**

- 1.3.1. A bachelor honours degree of four-year duration in the field of Science / Engineering / Technology.
- 1.3.2. A two-year MPhil or MSc with at-least one year research component or an equivalent in accordance with descriptions in the second cycle of the National Qualifications Framework of Norway is required for admission to the PhD programme at the Faculty of Mathematics and Natural Sciences, UoB.
- 1.3.3. The faculty may, following a separate assessment, approve another equivalent educational degree as the basis for admission, cf. Section 5-1 of the Regulations of the university of Bergen for the Philosophiae Doctor (PhD) degree at the University of Bergen. The degree must be a higher degree (as per the second cycle of the National Qualifications Framework of Norway), including an independent work that has a scope of at least 30 credits, and the applicant must additionally document activities or a grade point average above ordinary requirement. In case of doubt, the PhD programme board of the University of Bergen will assess the matter.
- 1.3.4. An average grade of C (equivalent to grade limit 3.0) or better in the Norwegian grading scale for the Bachelor's degree specialisation, the courses in the Master's degree and the Master's thesis is required. As per the Sri Lankan standards, a GPA of 3.0 or better in the Bachelor's honours degree, the courses in the Master's degree and the Master's thesis are required for admission.
- 1.3.5. Good English language skills are required for all participants on a PhD programme. The following test results are accepted by the Faculty of Mathematics and Natural Sciences, University of Bergen for admission to the PhD programme:
  - Minimum total score of 90 in TOEFL [Test of English as a Foreign Language, internet-based test (IBT)] or
  - Minimum overall band score of 6.5 in IELTS [International English Language Testing Service]

### **SCHEDULE 2: FINANCIAL ARRANGEMENTS**

- 2.1 Scholarships for PhD programmes shall be provided under the NORPART programme or by any other funding agencies.
- 2.2 Funding for the PhD programmes and cost of living of the PhD candidates in Norway will be funded by NORPART project.

### **SCHEDULE 3: SUPERVISION AND RESEARCH OUTPUT**

- 3.1 Supervision shall be carried out jointly by the academics from UoJ, UoB and HVL. Research profiles of the supervisors shall be considered by UoB during assessment of the PhD proposals.
- 3.2 The admission, progression, examination and award of degree shall follow the UoB regulations.
- 3.3 The progress reports of the students should be communicated to all three institutions biannually.
- 3.4 Publications and other research output resulted from the PhD should be credited to all three institutions.



#### CLAUSE 4: COMPLIANCE OF LAWS/RULES/REGULATIONS

- 4.1 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
- 4.1.1 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;
  - 4.1.2 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 ;
  - 4.1.3 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;
  - 4.1.4 use its best endeavours to promote the Course in the Territory;
  - 4.1.5 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.
  - 4.1.6 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.
  - 4.1.7 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
  - 4.1.8 University of Jaffna shall not revise, update or otherwise changes its terms and conditions without first consulting University of Bergen.
  - 4.1.9 “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.
  - 4.1.10 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’)
  - 4.1.11 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

- 4.1.12 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.

#### **CLAUSE 5 : TERMS OF MOU, REVIEW, UPDATE, TERMINATION AND DISPUTE RESOLUTION**

- 5.1 The validity of this MOU is **five years** from the date it is signed by the authorised delegations from UoJ and UoB.
- 5.2 The MOU can be reviewed and updated with the written consent of UoJ and UoB.
- 5.3 Upon written notice of 180 days in advance, any party can terminate this MOU without any liabilities; but both parties must ensure that the enrolled students complete their studies as defined by the MOU.
- 5.4 This MOU is signed based on the mutual trust among both parties, and any disputes should be resolved through friendly discussions.
- 5.5 This MOU has been documented with six (6) copies, which shall be effective from the date on which both parties sign the MOU. The UoB, UoJ and HVL shall keep two copies each and all copies are equally valid.

#### **Execution:**

Coordination of research projects covered by this MOU shall rest upon:

##### **For "University of Jaffna"**

Name : Prof. Punniamoorthy Ravirajan  
Designation : Dean/Faculty of Science  
Phone : 0094718561715  
E-mail : pravirajan@univ.jfn.ac.lk

Accepted for and on behalf of

**"University of Jaffna"**

and duly authorised

Signature : 

Name : Prof. S. Srisatkunarah

Designation : Vice Chancellor

Date : 06/04/2022

Place : Jaffna, Sri Lanka

##### **For the "University of Bergen"**

Name : Prof. Øyvind Frette  
Designation: Vice-dean for research and innovation  
Phone : 004799523142  
E-mail : Oyvind.Frette@uib.no

Accepted for and on behalf of

**"University of Bergen"**

and duly authorised

Signature : 

Name : Prof. Margareth Hagen

Designation: Rector

Date :

Place : Bergen, Norway