



# MEMORANDUM OF UNDERSTANDING

Academic and Research Collaboration

Between

DEAKIN UNIVERSITY, AUSTRALIA

And

SYMBIOSIS INTERNATIONAL UNIVERSITY, INDIA.

This Memorandum of Understanding (hereinafter referred to as the "MOU") is renewed and executed on this 6th day of December 2016 at Delhi, India.

#### BETWEEN

## **DEAKIN UNIVERSITY**

a body politic and corporate established pursuant to the Deakin University Act 2009 (Vic), whose principal place of business is 1 Gheringhap Street, Geelong, VIC 3220, Australia.

## OF THE FIRST PART

## AND

# SYMBIOSIS INTERNATIONAL UNIVERSITY

a University established under Section 3 of the UGC Act 1956 and having address at: Symbiosis Knowledge Village, Gram: Lavale, Taluka: Mulshi, District: Pune 411042 (India), for and on behalf of its constituent the Symbiosis Centre for International Education (SCIE), having its campus at Senapati Bapat Road, Pune 411 004

Through its Registrar

(hereinafter referred to as "SCIE")

OF THE SECOND PART

(The parties agree that for all practical, implementation and execution purposes, this engagement is for Symbiosis Centre for International Education and hence University hereinafter shall be construed as SCIE)

Symbiosis Centre for International Education (SCIE) is a constituent of Symbiosis International University and is engaged in providing leadership and support to internationalize the campus and the curricula. International students from over 85 countries pursue their undergraduate and postgraduate studies at Symbiosis and SCIE aims to provide the Students and faculty with opportunities to pursue their international academic interests to the fullest, be it through academic exchanges, or exposure to international conferences, seminars, workshops, and other resources;

#### 2. Scope

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- · Academic and Research collaboration in the areas of mutual interest.
- Exchange of academic information, scholarly information, materials and publications.
- · students and faculty mobility programs
- Sponsorship of cooperative seminars, workshops and other academic meetings.
- Any other collaborative efforts the parties consider to be appropriate from time to time.

## 2.1 Academic Research Collaboration in areas of mutual interest

Both institutions seek to facilitate research collaboration between their faculty through sharing of research ideas, data, and academic resources that could lead to joint publications. Such opportunities may include joint research conferences, visitations and sabbaticals at each other's institution.

Faculty from both Institutions will explore opportunities to collaborate in the supervision of exchange students and in joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms laid out in **Annexure 1**.

## 2.2 Exchange of academic information, scholarly information, materials and publications

Faculty from both institutions may exchange academic information (scholarly information, materials and publications etc).

## 2.3 Students and faculty mobility

- 2.3.1 Study Abroad Program Both parties will discuss opportunities to develop programs whereby their students have the opportunity to study at the other party's university as "Study Abroad" students in which students pay fees to the other party during their period of residence with that party, with mutual recognition of the credit hours arising therefrom.
- 2.3.2 Short Courses/ Summer School These parties will discuss opportunities to develop courses, usually two to four weeks in duration that will normally be held in spring or summer. The programs will facilitate visits by students and faculty to learn about the business environment /or any other aspect and culture in the host country. In addition to various topics on business operations/any other area and culture, the course would include meetings with business executives, and visits to various industrial and business establishments. The cost of such programs can be worked out separately each year, since they would be held in addition to the regular semester teaching.

## 2.3.3 Exchange of Faculty

## **Faculty Teaching**

Both parties agree to explore opportunities for faculty to teach courses or conduct seminars at each other's location. Visiting faculty will be provided with opportunities to observe and share teaching methods and curricula.

Faculty members shall remain on the payroll of their home universities while teaching or researching at the host institutions. Both institutions assist each other in the necessary formalities for obtaining access to national or international scholarship funds.

2.4 Sponsorship of Co-operative Seminars, workshops and other academic meetings.

Both Universities will try to enhance the collaboration by discussing opportunities for sponsorship of Co-operative Seminars, workshops and other academic meetings if specific grants are available.

## 3 Activities and Projects

Each collaborative activity or project to be initiated under this MOU will be subject to a further agreement between the parties. Such agreements will set out the parties' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws,

## 4 Management and Oversight

As soon as possible after this MOU has come into operation the parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- regular communication between representatives of the parties in relation to this
   MOU:
- (b) an equitable decision-making process;
- procedures for reviewing the progress of collaborative activities and projects initiated under this MOU; and
- (d) procedures for identifying and prioritising new opportunities for collaboration.

## 5 Confidentiality

Each party shall keep confidential all information or material acquired or produced in connection with this MOU and will not without prior written consent of the other party use or disclose or otherwise make available this information or material in any form to any person. This provision is binding on the parties and will survive the termination or expiry of this MOU.

## 6 Intellectual Property

Ownership of intellectual property shared by the parties pursuant to this MOU will remain with the contributor or creator. All such material must be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision is binding on the parties and will survive the termination or expiry of this MOU.

## 7 Use of Name and Logo

A party will not use the name or logo or any variation of the name or logo of the other party, or of any member of the other party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that party. This provision is binding on the parties and will survive the termination or expiry of this MOU.

## 8. Commencement, renewal, termination and amendment

This MOU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for five years (5). This MOU may be renewed upon its expiry, with the agreement of both partner Institutions.

If either partner institution wishes to terminate the MOU at the end of the five years' period it must notify the other institution not less than six months prior to the expiry of the MOU.

This agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

#### Legal Effect of this MOU 9

This MOU outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

## PARTY OF THE FIRST PART

On Behalf of Deakin University, Australia

**Prof Gary Smith** 

Deputy Vice-Chancellor (Global Engagement)

Deakin University

Date ...... Dec 16

Comy Kt

PARTY OF THE SECOND PART

On Behalf of Symbiosis International University

Dr Vidya Yeravdekar

**Executive Director** 

Symbiosis Centre for International Education

Date 29 Dec 2016

Registrar

Symbiosis International University

Date 29:12:16

## Annexure 1

- Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution, or his / her nominee.
- Each institution will nominate one of its members as its representative in charge of the cooperative program. Individual programs of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
- Progress of work of any individual program will be reviewed and approved by designated authorities of both parties.
- The final approval of any project will depend on the availability of guaranteed support funds.

Every, collaboration will have its own agreement / contract which address issues such as IPR, funding pattern, disclosure of information etc.