



NWU®

NORTH-WEST UNIVERSITY
NOORDWES-UNIVERSITEIT
UNIBESITHI YA BOKONE-BOPHIRIMA



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SYMBIOSIS
INTERNATIONAL (DEEMED UNIVERSITY)

MEMORANDUM OF UNDERSTANDING ("MOU")

Between

**Symbiosis International (Deemed University), India
and**

**NORTH-WEST UNIVERSITY,
SOUTH AFRICA**

This Memorandum of Understanding ("MOU") is entered and executed on --- day of 2019 ("Effective Date") at

Between

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY) "SIU" an institution deemed to be University so established under Section 3 of the University Grants Commission Act, 1956 and having its main campus at: Symbiosis Knowledge Village, Gram : Lavale, Taluka : Mulshi, District: Pune 412115 (India), for and on behalf of its constituent the Symbiosis Centre for International Education (SCIE), having its campus at :3rd floor Symbiosis Vishwabhavan Symbiosis Society Building Senapati Bapat Road, Pune 411 004 Through its Registrar (hereinafter referred to as "SIU"/ "SCIE" which expression unless it be repugnant to its meaning or context thereof shall mean and include its Officers, Authorities, Representatives, etc.,

... Party of the first part

AND

North-West University, South Africa, incorporated under the Higher Education Act, 1997 (Act No 101 of 1997), having its principal office at 53 Borchard Street, Potchefstroom, 2531, South Africa, herein after referred to as "NWU" which expression unless it be repugnant to its meaning or context thereof shall mean and include its Officers, Authorities, Representatives, etc.,

... Party of the second part

[It is clearly and distinctly understood and acknowledged that this MOU has been executed by SIU, on behalf of Symbiosis Centre for International Education [SCIE], one of its constituent. Therefore, all the rights and obligations as provided in this MOU shall be exercised / performed by SCIE on behalf of SIU and hence SIU in this MOU hereafter be construed as SIU/SCIE].

“NWU” and “SIU”/ “SCIE” shall collectively be referred to as “parties” and individually as a “party”

WHEREAS NWU a unitary multi-campus institution, is committed to be an internationally recognised university in Africa, distinguished for engaged scholarship, academic excellence, social responsiveness, and an ethic of care;

AND WHEREAS SIU epitomize the vision, '**Promoting International Understanding through Quality Education**' and are a beehive of international students from all across the globe, being privy to Indian culture and hospitality.

AND WHEREAS Symbiosis Centre for International Education (SCIE) is a constituent of Symbiosis International (Deemed University) 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; AND WHEREAS the parties are desirous to collaborate in order to benefit their respective research and teaching activities, and to further the internationalisation of both institutions.

Now this MOU witnessed as under:

1. PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to establish a framework within which co-operation may develop between the two institutions. This will occur within the context of the regulations and policies of each institution, subject to the availability of resources and on a pre-agreed basis.

2. SCOPE OF COOPERATION

Co-operation between the two institutions may include such activities as:

- Exchange of students and academic staff;
- Joint research activities, including seminars, conferences and public lectures;
- Exchange of publications, academic materials and other information;
- Assistance to be provided by SIU/ SCIE in capacity building at North-West University;

- Reciprocal participation in doctoral and research master's programmes by staff members of the respective institutions;
- Joint quality assurance and bench marking; and
- Such other projects for mutual benefit that are agreed upon by both parties.

3. ACTIVITIES

- I. Specific programmes or activities will be undertaken under this MoU only after a written agreement has been concluded by the institutions. The terms and conditions of each programme or activity, including any financial arrangements, accommodation, subsistence, accreditation, travel expenditure etc., shall be set out in a written agreement signed by an authorised representative of each institution.
- II. In case of student exchange programme between the parties normally, the home institution shall be responsible for air and local travel costs, accommodation and subsistence expenses, visa costs, and securing appropriate travel and medical insurance for their staff, and the host institution shall be responsible for reserving accommodation, transportation, work space, library and laboratory facilities, provided that the programme is accepted by the both institutions.

4. COORDINATOR

Both parties shall designate a liaison office for this MoU and for any subordinate agreements under this MoU. For SIU/ SCIE, the point of contact shall be the Registrar or an appropriate nominee. For NWU, the liaison office shall be the Institutional Director: International Liaison or an appropriate nominee.

5. INTELLECTUAL PROPERTY RIGHTS

- i) The mode of ownership of research materials and research findings shall be clarified at the commencement of the MoU and any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions. If such collaborative research activities under this MoU result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
- ii) Both Parties agree that prior written approval is required before using the other Party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.

6. TERM

This MoU comes into effect from the effective date. It will remain in effect for a period of five years from that date. Not less than six months prior to its expiry, the two institutions will review its operation and mutually decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each institution, and may include variations to this MoU.

7. TERMINATION

This MoU may be terminated by the written mutual consent of both institutions, or by either institution giving 60 days' written notice to the other institution. This MoU may, at any time during its period of validity, be terminated by one of the parties upon prior notice to the other in writing not later than six months before the termination date. The ongoing activities will not get terminated in case of early termination of this MOU by either party.

8. CONFIDENTIAL AND NON DISCLOSURE

The parties may disclose certain confidential information to each other in relation to any future proposal made under this MoU. Each party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without the prior written consent of the other party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

9. AMENDMENT

This MoU may only be amended or modified by a written agreement signed by the representatives of each party.

10. INDEPNDANT CONTRACTOR

This MoU places no financial or legal obligations on either of the institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 3 hereof.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

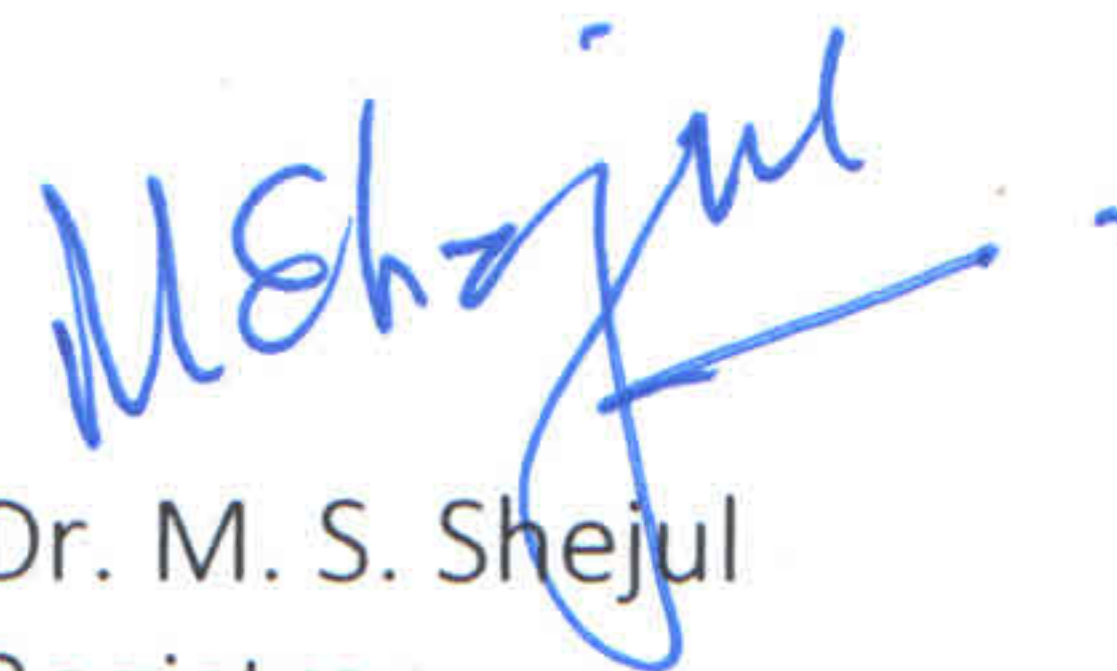
On Behalf of Symbiosis International (Deemed University)



Dr Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education

Date 14 Sept 2019

For Symbiosis International (Deemed University)



Dr. M. S. Shejul
Registrar

Date 14 Sept 2019

Shejul