



SYMBIOSIS

INTERNATIONAL (DEEMED UNIVERSITY)



**THE UNIVERSITY
OF QUEENSLAND**
AUSTRALIA

International Memorandum of Agreement

Details:

Parties **The University of Queensland** (ABN 63 942 912 684), a body corporate established under the *University of Queensland Act 1998* (Qld), St Lucia QLD 4072 Australia, referred to as **UQ**

AND

Symbiosis International [Deemed University] [Lavale, Mulshi, Pune, Maharashtra 412115, India], referred to as **SIU**

Term Commencement Date: Upon signing by both parties

End date: 5 years from Commencement Date

Recitals

A. UQ ranks in the world's top universities, as measured by several key independent rankings, including QS World University Rankings (48), Academic Ranking of World Universities (55), and the Times Higher Education World University Rankings (65).

B. SIU is an internationally recognised Higher Education institution ranked BRICS Ranking 144.

C. SIU and UQ have discussed and explored the opportunity for their organisations to benefit from collaborating in areas of mutual interest.

D. Understanding those discussions, the Parties desire to strengthen the framework of their future collaborations with each other on the terms set out in this Memorandum of Agreement.

with the other party, as required by this document and otherwise, in its absolute discretion. Each party acknowledges that the other party's assets and resources include staff time, student mobility, physical assets, Intellectual Property, Data, Confidential Information and finances.

1.3 The parties will engage with each other in any one or more of the following areas of activity:
(a) General Research or Teaching;
(b) Student Mobility;
(c) Recognition of Prior Learning;
(d) Student Exchange – Placements; and/or
(e) Study Abroad,

and may engage in other areas of activity, as described in Addenda.

1.4 Either party may request that the parties enter an Addendum. All Addenda will include UQ's /SIU's standard terms and conditions for the relevant activity type. Either party will provide a copy of its terms on request to the other party.

1.5 Once signed by the parties' duly authorised officers, the Addenda shall form part of this document. The term of each Addendum may be different, but all Addenda will terminate when this document ends. Addenda do not constitute separate agreements.

The parties hereby agree to the following terms and conditions:

1. Memorandum of Agreement and Addenda

1.1 The parties agree to co-operate in their teaching, learning and research activities through a program of exchange and collaboration in areas of interest to both parties.

1.2 Each party shall administer and share, in accordance with its internal rules, policies and procedures, its academic assets and resources



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1.6 If there is any inconsistency between this document and an Addendum, the MOA shall prevail to the extent of the inconsistency.

2. Responsibilities of the Parties

2.1 **OH&S:** Each party will have and maintain at all times during the Term reasonable occupational health and safety (OH&S) policies and procedures. Each party will provide a copy of its OH&S policies and procedures on reasonable request and will meet with the other party during the Term upon request, to discuss the health and safety of its own staff and students. If a party reasonably believes that there are safety concerns for its staff or students, it may request the other party make reasonable changes to address its concerns. The other party will act reasonably in considering any request for amendment.

2.2 **Personnel:** Each party shall ensure that its Personnel exercise the skill, care and diligence reasonably expected of a person performing similar activities, when performing this document. Each party shall be responsible for the payment of all salaries, travel and living expenses, allowances, and benefits payable to its own Personnel, and for discharging all legal obligations in relation to its own Personnel (including tax deductions and superannuation). Each party indemnifies the other party in relation to any claim against the other party for such payments, or in relation to non-performance of such obligations.

2.3 **Standard of care:** Each party shall exercise reasonable care and skill in performing this document.

2.4 **Insurance:** Each party shall use reasonable endeavours to maintain public liability insurance with a limit of AUD\$20million for each and every claim; workers compensation insurance; and professional indemnity insurance with a limit of AUD\$10 million for each and every claim, and to maintain any policies provided on a "claims made" for at least [two] years after this document ends. The parties acknowledge that in some countries the cost of insurance may be prohibitive or insurance is not available. In these circumstances, the other party will act reasonably in considering a request to waive or reduce the insurance requirements.

3. Other Collaborations

3.1 The Parties may engage in other collaborations outside the terms of this document, under a stand-alone agreement (e.g. for a specifically funded research project or development of a linked academic program).

4. Intellectual Property; Publicity

4.1 Each party retains all rights to its background Intellectual Property. If the parties intend to develop significant Intellectual Property under this document, they will enter a more specific agreement in relation to ownership and licensing of that new Intellectual Property and that specific agreement will take precedence over this clause. If the parties have not entered a separate Intellectual Property agreement and a party (**first party**) develops or creates new Intellectual Property derived from the other party's Intellectual Property, the first party assigns that Intellectual Property to the other party.

4.2 If any Intellectual Property is to be developed by students, Personnel or affiliates of a party during the Term, that party is responsible for assessing whether separate Intellectual Property agreements will be required with the relevant students, Personnel or affiliates that govern that Intellectual Property

4.3 Each party permits the other party to use its name in the following form during the Term:

"The University of Queensland and Symbiosis International University currently cooperate in pursuit of academic excellence."

4.4 The parties intend to engage in joint marketing activities in relation to this document. Neither party may publish or distribute any public statement or marketing or publicity material that refers to the other party (except as permitted in clause 4.3) without the prior written approval of the Joint Manger of the other party to the form of the statement or material.

5. Confidentiality

5.1 If the parties have entered a confidentiality or non-disclosure agreement that covers Confidential Information (particularly for sensitive or extensive information) provided in connection with this document, the parties will



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comply with that separate agreement. If the parties have not entered a separate confidentiality or non-disclosure agreement, the parties will comply with this clause.

5.2 Each party agrees:

- (a) to treat Confidential Information of the other party as confidential and keep it secure;
- (b) not to use Confidential Information of the other party except as necessary to perform this document; and
- (c) not to disclose Confidential Information of the other party except to its Personnel on a "need to know basis" to perform this document, as required by law, or with prior written consent of the other party.

5.3 The obligations of confidentiality will not extend to Confidential Information which:

- (a) the party can demonstrate was in its rightful possession prior to provision by or on behalf of the other party;
- (b) is or becomes public knowledge other than by breach of confidence; or
- (c) the party can demonstrate was received by it without any obligation of confidence from a third party entitled to disclose it.

5.4 The duty of confidentiality shall terminate 3 (three) years after completion of this document.

6. Privacy and Data Protection

6.1 Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations in relation to Personal Information it accesses in connection with this document.

6.2 Each party acknowledges that the transfer of Personal Information across territorial borders may be subject to additional controls and measures (which may include a prohibition on transfer without consent), and will comply with those controls and measures.

6.3 Each party agrees, in relation to Personal Information it accesses in connection with this document, to:

- (a) access, use and disclose Personal Information solely to the extent necessary to perform this document;

- (b) keep the Personal Information secure and prevent unauthorised access, use and modification; and
- (c) comply with the first party's reasonable instructions in relation to the Personal Information.

6.4 If an individual's consent is required to permit a proposed access, use or disclosure of Personal Information, the parties will reasonably cooperate to seek the necessary consent prior to such access, use or disclosure.

7. Critical Incidents

In the event a party becomes aware of a serious incident involving a student or staff member of the other party in connection with this document, the first party will immediately notify the other party on:

FOR UQ:

Academic Registrar Telephone: +61 7 3365 2224 or if no response,
UQ Security, Telephone: +61 7 3365 3333.

FOR SIU:

Registrar, Telephone: +91 20-28116218].

8. Warranties

8.1 Each party represents and warrants that:

- (a) on the Commencement Date it is, and during the Term it will remain, authorised to operate under the law of its jurisdiction;
- (b) during the Term it shall maintain a good standing with applicable accrediting bodies;
- (c) on the Commencement Date it is, and during the Term it will remain, in compliance with applicable laws, regulations, policies and standards of all relevant jurisdictions;
- (d) on the Commencement Date it is, and during the Term it will remain, compliant with applicable anti-corruption laws; and
- (e) it will not, and shall ensure that its Personnel do not, engage with persons, companies or other entities subject to applicable international or other sanction lists.

8.2 Each party represents and warrants that:

- (a) on the Commencement Date, to the best of its knowledge, no conflict of interest



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- (including a perceived conflict of interest) exists or is likely to arise in its performance of this document; and
- (b) if during the Term, a conflict or potential conflict of interest arises, it will immediately notify the other party in writing of that conflict or potential conflict of interest and take all reasonable steps to remove or minimise the consequences of the conflict of interest.

9. Status of Document

- 9.1 This document is intended to be, and is, legally binding on each of the parties.

10. Joint Managers; Notice

- 10.1 The President and Vice-Chancellor / CEO of UQ has appointed the Director, Global Engagement & Entrepreneurship to act as the **Joint Manager** for UQ:

Dr Jessica Gallagher
Director, Global Engagement &
Entrepreneurship
P: +61 7 3346 7869
F: +61 7 3365 7528
E: j.gallagher@uq.edu.au

- 10.2 The of SIU has appointed Registrar to act as the **Joint Manager** for SIU:

Dr. M. S. Shejul,
Registrar,
Symbiosis International (Deemed University)
Telephone: +91 20-28116218

- 10.3 The Joint Managers may work with other appropriate administrative officers or working parties to manage the activities or programs contemplated by this document.

- 10.4 Each party may change its Joint Manager by written notice to the other party.

- 10.5 The Joint Managers shall have the following responsibilities:

- (a) to promote academic cooperation between the parties;
- (b) to act as principal contacts for individual and group activities and to plan and coordinate all activities relating to this document with the other Joint Manager, and also within their own institutions;

- (c) to provide information about the party to the other Joint Manager; and
- (d) to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative activities.

- 10.6 Any notice to be given by one party to the other must be signed by the party giving the notice and hand delivered, sent by prepaid post, facsimile or electronic mail to the Joint Manager of the other party.

11. Access and Risk

- 11.1 **Damage:** A party will be liable for any damage caused by its Personnel to the other party's sites or systems except for wilful or intentional damage.

- 11.2 **Behaviour:** Each party shall be responsible for ensuring that its staff, students and Personnel travelling to the other party's premises are informed of the expected behaviour and norms of the other party (e.g. code of conduct) and country to which they wish to travel.

- 11.3 **Emergency:** Each party shall be responsible for notifying its staff or students of the contact details for the relevant Embassy in-country. Each party shall be responsible for ensuring that emergency contact information is available for its staff and students at all times.

- 11.4 **Risk:** Each party shall be responsible for ensuring that all necessary travel and field work safety risk assessments have been conducted prior to its staff or students engaging in any travel relating to this document. Each party shall be responsible for ensuring that all relevant information (including political, financial, travel and health warnings) is made available to its students, staff or Personnel, prior to any travel overseas.

12. Term and Termination

- 12.1 This document will be effective upon the Commencement Date and will continue for the Term. If the parties agree to extend the Term (or the term of the Addendum), they will execute a written variation.

- 12.2 The parties may agree to terminate this document or any Addenda at any time in advance of their normal expiration. Costs of



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termination will be shared equally by the parties. The parties agree that termination under this clause will take effect at the end of a six month transition period (or other date agreed) to enable any affected students or staff to be transitioned.

12.3 Should a party fundamentally breach this document or any Addenda, the other party may elect to terminate this document or any Addenda with immediate effect by providing the breaching party with notice in writing.

12.4 The parties shall immediately cease to use in any manner whatsoever such marketing or publicity materials, logos, trademarks or other intellectual property rights of the other party upon termination or expiry of this Agreement for any reason.

13. General Terms and Conditions

13.1 **Sovereign Immunity:** Each party hereby waives any right to rely on sovereign immunity.

13.2 **Counterparts:** This document and any Addenda may be executed in any number of counterparts.

13.3 **Anti-discrimination:** Each party shall comply with and observe the principles of anti-discrimination (i.e. to act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law).

13.4 **Assignment:** Neither party shall assign, transfer change or sub-contract or deal with any of its rights or obligations under this document without the prior written consent of the other party not to be unreasonably withheld, delayed or conditioned.

13.5 **Disputes:** Except where urgent interlocutory orders are sought, neither party will commence court proceedings regarding any dispute, controversy or difference in relation to this document (including as to its interpretation and implementation) unless the parties have first attempted to resolve the matter amicably by mutual consultation between the parties based on the principles of cooperation, equality and sincerity.

13.6 **Export and import Trade Controls:** The parties acknowledge that their activities (transfer of goods or technology) may be subject to trade controls and restrictions. The parties acknowledge that regulatory licences and permits may be required prior to any trade occurring between the parties. Any such licence or permit shall be sought by the local party. Should a licence or permit not be granted by the regulatory authority, the parties acknowledge that they could be prevented from conducting any proposed activity.

13.7 **Force Majeure:** Neither party will be in breach of this document to the extent it is prevented or delayed in performing any obligation due to a force majeure event. If a force majeure event occurs and its effect continues for at least one month, the party not affected by the force majeure event may terminate this document by written notice to the affected party. A **force majeure event** includes an act of God, national emergency, war, industry-wide labour dispute or any other cause beyond that party's reasonable control.

13.8 **Freedom of Information:** Each party shall provide reasonable assistance and co-operation to the other party should a freedom of information, right to information or similar request be made on the other party.

13.9 **Governing Law:** This document will be governed by and construed in accordance with the parties' international choice of law and venue.

13.10 **Relationship of Parties:** This document does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the parties. Neither party is authorised to enter into or commit the other party to any agreements, and shall not represent itself as an agent or legal representative of the other party.

13.11 **Variations:** No variation or modification of the terms of this document shall be valid unless they are provided in writing and signed by authorised officers of the respective parties.

13.12 **Waiver:** A waiver of any right or remedy under this document is only effective if given in



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writing, and, shall not be deemed as a waiver of any subsequent breach or default.

13.13 **Successors:** This document binds the parties' respective heirs, successors, legal personal representatives and assigns.

14. Definitions

These meanings, and the meanings given in the Details, apply unless the contrary intention appears:

Addendum means an addendum that references this document

Confidential Information includes all non-public unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information, disclosed by or on behalf of a party in connection with this document.

Data means all data or information relating to a party or its operations, facilities, students, customers, clients, staff, assets and programs in whatever form that information may exist, and wherever located or generated, including a Party's Confidential Information.

Details means the section in this document headed "Details" and, if any Addenda are entered under this document, the section in each Addendum headed "Details".

Document means the agreement between the parties as set out in this International Memorandum of Agreement, including the Attachment and Addenda.


Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity anywhere in the world, and including copyright, discoveries, inventions, patent rights, trade marks, design rights, circuit layouts and plant varieties, whether or not register.

Personal Information includes "Personal Information" as defined in the *Information Privacy Act 2009* (Qld), information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual (including an identified student, customer or client of a party), and any other information protected by applicable privacy or data protection laws.

Personnel of a party includes officers, employees, contractors, agents and sub-contractors of that party.

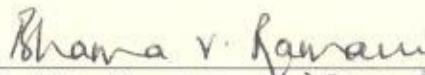
SIGNED FOR AND ON BEHALF OF:

THE UNIVERSITY OF QUEENSLAND


Professor Peter Høj
President and Vice-Chancellor / CEO

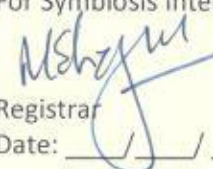
Date: 26/Sept/2018

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY)


Dr. Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education
DEAN - ACADEMICS & ADMIN
SIU

Date: 26/09/2018

For Symbiosis International (Deemed University)


Registrar

Date: _____



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