



GENERAL MEMORANDUM OF UNDERSTANDING
In relation to

ACADEMIC COOPERATION

BETWEEN

**UNIVERSITY COLLEGE CORK -
NATIONAL UNIVERSITY OF IRELAND, CORK**

and

Symbiosis International University

The purpose of this non-binding Memorandum of Understanding ('MOU') between University College Cork - National University of Ireland, Cork ('UCC') and **Symbiosis International University** is to foster academic exchange and cooperation between the two institutions in areas of interest and benefit to both institutions.

hereinafter individually a "Party" and collectively the "Parties"

Now therefore the Parties hereby agree upon the following terms and conditions:-

1. Proposed collaborative activities

The two Parties will encourage the following activities in particular:

i) Exchange of academic and research staff

Both Parties shall make reasonable efforts to facilitate visits of their academic or research staff to the other Party's campus for periods of time for fundamental research and teaching in accordance with the objectives of this agreement. The details of institutional or individual responsibilities involved in such researcher or faculty exchanges shall be set forth in writing and agreed before a particular visit is initiated.

ii) Exchange of students

Both Parties shall make reasonable efforts to support development of an exchange of students (specify undergraduate, postgraduate or post doctoral). Exchange students

shall be subject to the admissions criteria and requirements of the host institution. The details of institutional and student rights and responsibilities for such exchanges shall be set forth in writing and agreed upon by both parties before a particular exchange is initiated.

iii) Exchange of Scientific, Educational and Scholarly Materials

Both Parties shall seek agreement upon an exchange list of their non-confidential, publicly available scientific, educational, and scholarly materials and fundamental research projects of mutual interest. To the extent practicable the Parties shall set forth in writing their mutually agreed upon protocols and guidelines governing this exchange and distribution of information. The parties share a strong institutional policy favouring publication and/or public presentation of research results as an essential means of intellectual exchange.

iv) Special Projects

The Parties shall make reasonable efforts to collaborate from time to time in the development of special projects aimed at furthering their academic objectives. The details of institutional and individual responsibilities necessary for accomplishment of these special projects shall be set forth in writing and agreed upon by both Parties before a particular project is initiated or commenced.

2. Subsequent memoranda of agreement

This MOU shall be identified as the parent document of any collaborative agreement executed between the parties. The activities specified in Clause 1 are to be carried out after mutual consultation and agreement in writing between the Parties. Each Party will sign a memorandum of agreement ('MOA') setting out the responsibilities and specific commitments of each Party for the agreed activity, student exchanges and such other matters as the Parties agree are necessary for the efficient and effective achievement of the activity. Any such MOA's shall be attached as an annex to this MOU.

3. Coordinator

Each Party shall designate a coordinator to oversee and facilitate the implementation of this MOU who shall have the following responsibilities:

- i) Promote academic collaboration
- ii) Act as principal contact
- iii) Liaise periodically to review and evaluate past activities and to discuss new ideas for future co-operative agreements

4. Terms of renewal, amendment and termination

This MOU shall become effective upon its execution by both Parties and shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either party giving twelve months' notice to the other party in writing. An event of termination shall not affect participants undertaking activities under a written agreement under this MOU at the effective date of termination.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it.

Any modification or amendment to this agreement shall be in writing and signed by the binding authorities of the Parties.

Neither party may assign this MOU or any right under this MOU without the prior written consent of the other party.

5. Legal effect

The terms of this MOU represent the current intentions of the parties as at the time of signing and the terms are not legally binding on the parties. For the avoidance of doubt, if there is any inconsistency between this MOU and any attached MOA relating to a specific activity, the terms and conditions of the MOA shall prevail.

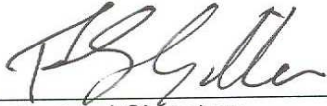
6. No agency

Nothing in this MOU gives rise to a relationship of agency or partnership between the Parties and neither Party has the right or authority to act on behalf of the other Party or to bind the other Party in any way

7. Resolution of Disputes

The Parties will make every reasonable effort to resolve all issues in relation to this MOU fairly by negotiation. All disputes or differences arising in connection with this MOU which cannot be settled amicably will be finally resolved by a mediator to be agreed between the Parties.

Signed for and on behalf of:
University College Cork, National
University of Ireland, Cork
by its duly authorised officer



Authorised Signatory

Professor Paul Giller
Registrar and Senior Vice President
for Academic Affairs
University College Cork

Date

11-12-12

Signed for and on behalf of:
Symbiosis International University
by its duly authorised officer



Authorised Signatory
Dr. Vidya Yeravdekar
Executive Director
Symbiosis Centre for International
Education

Date 24-Jan-2013