



THE UNIVERSITY OF
WAIKATO
Te Whare Wānanga o Waikato

MEMORANDUM OF UNDERSTANDING

between

**TE PIRINGA – FACULTY OF LAW
THE UNIVERSITY OF WAIKATO, NEW ZEALAND**

and

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), INDIA

PARTIES

- (1) **THE UNIVERSITY OF WAIKATO (NEW ZEALAND)** a tertiary education institution established as a university under the Education Act 1989 whose address for service is Knighton Road, Hamilton ("Waikato") which expression unless repugnant to its meaning or context thereof shall mean and include its authorities, officers, representatives, etc.
- (2) **SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY)** a University established under Section 3 of the University Grants Commission Act 1956 and having address at: Symbiosis Knowledge Village, Gram : Lavale, Taluka : Mulshi, District: Pune 411042 (India), for and on behalf of its Department 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").

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

Symbiosis Centre for International Education (SCIE) is a Department of Symbiosis International (Deemed 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;

WHEREAS, Waikato and SCIE may be referred to herein individually as a "Party" and collectively as "Parties".

BACKGROUND

- A. Waikato and SCIE share a common interest in furthering international academic scholarship and research through collaborative arrangements.
- B. This Memorandum of Understanding ("MOU") sets out the parties' wishes to develop a relationship based on the principles of mutual respect and international connectedness.



AGREEMENT

1. Primary Objectives

1.1 Both parties agree that the primary objectives of this MOU include, but are not limited to, exploring possibilities to:

- (a) provide opportunities for research, management, and teaching staff, to the extent resources permit, to participate in exchange programmes to gain experience at another institution;
- (b) exchange research findings and publications, academic teaching resources, and other materials of common interest;
- (c) develop collaborative research programmes that investigate topics of interest to staff in both institutions, acknowledging that:
 - (i) all existing intellectual property will remain the property of the institution that has created the intellectual property; and
 - (ii) ownership arrangements for any intellectual property developed as the result of research collaboration will be agreed in separate research collaboration agreements (if applicable).
- (d) facilitate joint activities, including meetings, seminars, symposia or lectures, workshops and conferences;
- (e) provide opportunities for student exchange or study abroad programmes; and
- (f) provide opportunities for students to transfer to the other with a guaranteed recognition of credit or to undertake a joint qualification.

2. Negotiation and Agreement

2.1 The parties agree:

- (a) to maintain regular contact to negotiate the implementation of any clauses of this MOU; and
- (b) that they will need to negotiate specific terms and conditions and enter into specific agreements, as mutually agreed upon, in order to implement any of the expressed wishes of the parties under this MOU.



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- (c) That any incoming students to SIU or Waikato will have to pay for any and all mandatory charges and relevant fees which are required by that institute for inbound students.

3. CONFIDENTIALITY

3.1 The parties will not use or disclose Confidential Information that comes into its possession other than for the purpose of giving effect to this MOU.

3.2 Confidential Information shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of this Agreement, any financial and business plans, proprietary, technology as well as any technical information disclosed by such party. However, Confidential Information shall not include any information that:

- (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
- (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
- (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

3.3 Each party shall hold in confidence for three (3) years after the termination of this Agreement any confidential information identified as confidential and obtained from the other party during the course of any project and/or any collaborative activities as result of this MOU and the same shall be reflected in every individual agreement executed for specific activities under this MOU.

4. DISPUTE RESOLUTION

4.1 The parties agree to use their best endeavours to resolve any dispute arising out of this MOU through good faith discussion and will engage in negotiation and mediation before considering other means of dispute resolution. This clause shall be reflected in every agreement executed for any and all specific projects or activities that may arise as a result of this MOU.



5. **TERM AND TERMINATION**

- 5.1 This MOU will commence on the date of signing by both parties and will continue for five years, unless terminated by the parties under clause 5.2.
- 5.2 Notwithstanding any other provision, this MOU may be terminated by either party giving sixmonths notice in writing to the other.

6. **VARIATION**

- 6.1 This MOU may be varied at any time by written agreement as mutually agreed between the parties.

7. **GOVERNING LAW**

This MOU is subject to and shall be interpreted in accordance with the laws of New Zealand and India.

8. **CODE OF PRACTICE**

The parties acknowledge thatWaikato is a signatory to the New Zealand Qualifications Authority's (NZQA) "*Education (Pastoral Care for International Students) Code of Practice 2016*". Copies are available from the NZQA website at:
<http://www.nzqa.govt.nz/providers-partners/caring-for-international-students/>

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The parties are entering and performing this MOU as independent collaborators and will not under any circumstances be construed as agents, partners, employees or fiduciaries of each other.

10. **NOTICES**

- 10.1 **Method of notice:** Notices, communication documents, or demands required to be made or served pursuant to this MOU must be in writing and signed by the party giving the notice or by any officer or solicitor of that party. Any notice or document will be deemed to be duly given or made:
- (a) if delivered by hand, when so delivered;



- (b) if sent by post, on the tenth Working Day following posting;
- (c) in the case of a communication by email, when transmitted with no indication of incomplete transmission to the recipient's last known email address.

10.2 **Address for notices:** Notices, communication documents or demands will be given to the individuals at the addresses and numbers provided in Appendix 1. Any party may change its notified addresses and/or numbers by notice in writing served on the other party.

11. ASSIGNMENT

11.1 Neither party may sell, transfer, assign, license, sub-contract, or otherwise part with possession of any right, duty, or obligation under this MOU to a third party without the other party's prior written consent.

SIGNED by
SYMBIOSIS INTERNATIONAL (DEEMED
UNIVERSITY)

Signature valid

Digitally Signed by: VIDYA RAJIV
YERAVDEKAR
Date: 2021.05.24 16:21:19 +05:30
Reason: -
Location: -

Dr Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education

Date

SIGNED by
UNIVERSITY OF WAIKATO

Professor Alister Jones
Senior Deputy Vice-Chancellor

Date

Dr. M. S. Shejul
Registrar

M. S. Shejul



Date

25th May '2021

**Appendix One
Personnel Contact Details**

**SYMBIOSIS INTERNATIONAL (DEEMED
UNIVERSITY)**

**SYMBIOSIS CENTRE FOR INTERNATIONAL
EDUCATION**

Prof. Nidhi Piplani Kapur
Head – Symbiosis Centre for European
Studies
Tel: +91 20 25925320
Email: head_sces@scie.ac.in

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TE PIRINGA – FACULTY OF LAW

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AGREEMENT

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and Programmes
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Pin: 412115

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New Zealand

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