



MEMORANDUM OF UNDERSTANDING

**Academic and Research Collaboration
Between
KANDA UNIVERSITY OF INTERNATIONAL STUDIES
And
SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), India**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on this ____ day of _____ 20__ at _____

BETWEEN

KANDA UNIVERSITY OF INTERNATIONAL STUDIES

a University established under the School Education Act 1947 and having its address at 1-4-1 Wakaba, Mihama, Chiba-shi, Chiba-ken, Japan (hereafter referred to as KUIS) which expression unless repugnant to its meaning or context thereof shall mean and include its authorities, officers, representatives, etc

...OF THE FIRST PART

AND

SYMBIOSIS INTERNATIONAL (DEEMED 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 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 "SIU/SCIE") which expression unless repugnant to its meaning or context thereof shall mean and include its authorities, officers, representatives, etc

...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 Departments. 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].

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



AND WHEREAS

SIU is built on the principles of Vedic thought of "World as One Family" and is resplendent with the activities of the students from several countries. The students come from large number of countries and find this to be home away from home. Symbiosis was conferred with the Deemed University status (vide MHRD notification No. F.9-12/2002.U-3 (A) dated 6th May 2002). SIU has been reaccredited by the National Assessment & Accreditation Council (NAAC) with 'A' grade. SIU also has MoUs of collaboration with several renowned universities of the world and encourages students and faculty to participate in its programs

SCIE is a Department of SIU 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 SIU 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;

Kanda University of International Studies (KUIS) is a private university located in Chiba, close to Tokyo. The motto of KUIS is, "Languages are the foundation to link the world in peace." The university is dedicated to developing individuals who have the ability to communicate with people all over the world. The university is accredited by MEXT (Ministry of Education, Culture, Science and Technology). At present, the university has two faculties: the Faculty of Foreign Languages and the Faculty of Global Liberal Arts. The Faculty of Foreign Languages has English, Chinese, Korean, Indonesian, Vietnamese, Thai, Spanish, Portuguese, International Communication, and International Business Career majors.

2. Scope

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

- Academic and Research collaboration in the areas of mutual interest.
- Exchange of academic information, scholarly information, materials and publications.
- Exchange of students and faculty.
- Sponsorship of cooperative seminars, workshops and other academic meetings.

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 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) based on mutual agreements between the Parties in writing.

2.3 Exchange of students and faculty

2.3.1 Student Exchange Programs

Both Parties will seek to develop programs whereby their students have the opportunity to study at the other Party's university with mutual recognition of the credit hours arising therefrom. Pursuant to the mutual agreement for academic exchange, **Kanda University of International Studies, Japan and Symbiosis International (Deemed University), India** will exchange students according to the terms laid out in a separate written Student Exchange Agreement to be executed by both Parties.

It is distinctively understood between the Parties that this arrangement between the two Parties is restricted to academic and cultural exchanges between students, faculty, staff and is not to be construed or read to be intended for offering any academic awards including Degree/Diploma.

2.3.2 Short Programs

These programs, usually two to four weeks in duration, will normally be held as mutually decided by the Parties. The programs will facilitate visits by students and faculty to learn about the business environment, culture or any other study area in the host country. In addition to various topics on business operations, culture and other study area, 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. All terms and conditions relating to such short programs shall be enlisted in a separate written agreement by both Parties based on mutual discussions prior to commencement of every such short programs.

2.3.3 Exchange of Faculty

Faculty Teaching

Both Parties agree to develop 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. All terms and conditions relating to the Exchange of Faculty programs shall be enlisted in a separate written agreement by both Parties based on mutual discussions prior to commencement of every such Exchange of Faculty.



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

Both Universities will try to enhance the collaboration by sponsorship of Co- operative Seminars, workshops and other academic meetings if specific grants are available by way of separate written agreements based on mutual discussions.

3. Intellectual Property

3.1 ALL Parties agree to respect each other's rights to intellectual property.

3.2 All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the exclusive property of the Party introducing or disclosing it;

3.3 Except as expressly provided herein, this MOU does not grant or authorize either Party any ownership rights or interest in the other Party's trade name, trademarks or copyrights, or any intellectual property work

3.4 Any proprietary rights arising out of any collaborative projects/activities as a result of this MOU shall be decided mutually by both Parties prior to the initiation of such activity/project in writing.

4. Dispute Resolution

4.1 Any dispute arising out of the terms & conditions of the said MOU shall be amicably settled by having discussions amongst signatories of both the Parties and their representatives.

4.2 If necessary, unresolved dispute thereafter shall be referred to Arbitrator/s or Conciliator/s for solving it amicably. The arbitrator or Conciliator shall be mutually decided by both Parties with a neutral place as venue for the arbitration proceedings.

4.3 Any and all further agreements which shall be executed for collaborative activities/projects to give effect to the Purpose as under the said MOU shall reflect this Dispute Resolution clause and the terms hereinunder.

5. 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** from the date of the last signature. This MOU may be renewed upon its expiry, with the written agreement of both Parties.

If either Party wishes to terminate the MOU prior to the end of the five years period it must notify the other Party not less than six (06) months prior to such termination in written. Nonetheless such termination shall not affect any existing and/or ongoing commitment and obligation undertaken by the Parties prior to such termination of the MOU and shall be honored and continued by the Parties until full completion, unless agreed to otherwise in mutual agreement in writing.

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



6. No indirect/consequential loss

A Party shall not be liable towards another Party in connection with this MoU for any direct, indirect, punitive and/or consequential damages whatsoever, such as, but not limited to, loss of profit, loss of business and/or similar.

7. Status

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

8. Force Majeure Event

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such cause is removed



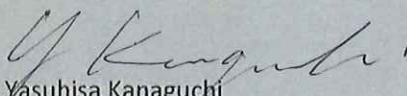
9. Signatures:

This MoU may be drawn up in more than 1 (one) copy, of which each Party receives one. each of which will be deemed an original, but all of which will constitute one and the same instrument.

Signatories to this understanding are assumed to be having the authority to execute this MOU and bind their respective organizations.

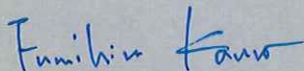
PARTY OF THE FIRST PART

On Behalf of Kanda University of International Studies


Mr. Yasuhisa Kanaguchi
Vice President

Date 2021.6.2

For Kanda University of International Studies


Mr. Fumihiko Kanno
Director-General

Date June 2, 2021

PARTY OF THE SECOND PART

On Behalf of Symbiosis International (Deemed University)

Signature valid

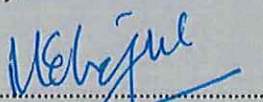
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Dr Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education

Date

For Symbiosis International (Deemed University)

Dr. M. S. Shejul
Registrar


Date



Annexure 1

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.
2. 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.
3. Progress of work of any individual program will be reviewed and approved by designated authorities of both Parties.
4. The final approval of any project will depend on the availability of guaranteed support funds.
5. Neither Kanda University of International Studies nor Symbiosis International (Deemed University) will be held responsible for any liability to the other Party, and neither Party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.

Every such collaboration as under this MOU will have its own separate written agreement / contract executed by mutual discussions and agreement by both Parties which shall address issues such as IPR, funding pattern, disclosure of information and such related terms and conditions as mutually agreed between the Parties.

