

MEMORANDUM OF UNDERSTANDING

Between

THE UNIVERSITY OF CAPE TOWN

A university incorporated in terms of the Higher Education Act, 1997, and the statute of the University of Cape Town, promulgated under Government Notice No. 1199 of 20 September 2002, herein represented by Jessica Senekal in her capacity as Contracts Manager, she being duly authorized thereto

(hereinafter referred to as “UCT”)

and

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), India

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 “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 shall hereafter be construed as SIU/SCIE].

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 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

(UCT and SIU/SCIE collectively hereinafter referred to as the “Parties” and individually as the “Party”)

IT IS HEREBY AGREED by and between the parties hereto as follows.

1. PURPOSE

This agreement is based on the principle of mutual benefit and expresses the interest of both Parties, UCT and SIU/SCIE who wish to enter into this Memorandum of Understanding (herein after referred to as "MoU") in order to promote and enable collaboration for joint educational, cultural interactions, training and research purposes in the field of Clinical Sciences, Medical devices, Medical Imaging, Computational modelling, and Orthopaedic Biomechanics.

2. SCOPE OF COOPERATION

UCT and SIU/SCIE aim to undertake cooperation in areas of mutual interest and in particular, to further develop collaboration in the following areas:

- Joint research activities;
- Exchange of faculty, staff and research scholars;
- Exchange of students;
- Exchange of academic materials, publications and other information;
- Organisation of joint research, conferences, seminars and lectures.

3. ACTIVITY AGREEMENTS

The Parties recognise that separate project specific agreements will be entered into in writing based on mutual agreement and discussions to establish details for the operation and implementation of specific activities under this MoU.

4. FUNDING

- 4.1 Neither Party shall enter into any contract on behalf of the other Party nor commit the other to any expense without the other Party's prior express written authority.
- 4.2 All activities carried out under the terms of this MoU shall be separately negotiated and determined by both Parties in writing, subject to available resources and giving consideration to other limiting conditions.
- 4.3 Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon by the Parties in writing.

5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 The arrangements pertaining to copyright and intellectual property rights shall be dealt with in the individual project specific written agreements on a case by case basis.
- 5.2 All Parties agree to respect each other's rights to intellectual property. All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party shall remain the exclusive property of that Party only;

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5.3 Except as expressly provided herein or otherwise in writing by both Parties, 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.

6. COORDINATORS

6.1 Coordinators shall be named by each Party to serve as liaisons for implementing this MOU. All activities conducted under the auspices of this MOU must have the endorsement of the coordinators.

6.2 At UCT, the coordinator will be Dr. Tinashe Mutsvangwa of the Division of Biomedical Engineering, Department of Human Biology.

6.3 At SIU, the coordinator will be Dr. Bhushan Borotikar of the Symbiosis Centre for Medical Image Analysis (SCMIA).

6.4 The Parties shall immediately notify each other in writing in the event of any change in the position regarding the Coordinators.

7. RENEWAL, TERMINATION AND AMENDMENT

7.1 This MOU shall remain in force for a period of five (05) years from the date of the last signature. This MOU may be extended by the written consent of the Parties.

7.2 This MOU may be terminated by either Party by giving written notice to the other Party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements until the date of such termination, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.

7.3 Any amendments and/or modifications of this MoU, made by mutual agreement between the Parties, shall be submitted for prior approval of the delegated authorities of the Parties.

8. 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 production and/or similar.

9. FORCE MAJEURE

9.1 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 MOU 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.

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9.2 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 clause is removed.

10. NON-BINDING NATURE OF THIS MOU

This MOU is a non-binding expression of the current intention of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

11. DISPUTE RESOLUTION

The Parties agree to comply with the obligations enumerated in this MoU and shall endeavour, if possible, to resolve any problems that may arise in the execution of this MoU through direct engagement, consultation or negotiation between the Parties. Should the Parties fail to resolve the dispute amicably, the dispute shall be referred for resolution by the Deputy Vice Chancellors of Research of each respective Party or their nominees.

Any and all disputes of any form or manner arising out of independent/specific agreements shall be governed in accordance with the dispute resolution as mentioned in such independent/specific agreements.

Signatories to this MOU are assumed to be having the authority to execute this MOU on behalf of their organizations.

IN WITNESS THEREOF the parties have accordingly agreed to sign this MOU.

PARTY OF THE FIRST PART	PARTY OF THE SECOND PART
For and on behalf of University of Cape Town	On Behalf of Symbiosis International (Deemed University)
	
Name: Jessica Senekal	Dr Vidya Yeravdekar
Designation: Contracts Manager	Executive Director
	Symbiosis Centre for International Education
Date: 29 April 2021	Date
	For Symbiosis International (Deemed University)
	Dr. M. S. Shejul 
	Registrar
	Date

