



MEMORANDUM OF UNDERSTANDING

Academic and Research Collaboration

Between

Ghent University (BELGIUM)

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

Ghent University ('UGent'), a public institution with legal personality, duly organised and existing under the special (Flemish) decree of 26 June 1991 on Ghent University and the University Centre of Antwerp (Belgian Official Gazette of 29 June 1991, as amended afterwards), having its registered office at 9000 Ghent, Sint-Pietersnieuwstraat 25, with company registration number 248.015.142 (Belgium), represented by prof. dr. Rik Van de Walle, rector, by delegation pursuant to the Board of Governors' decision of July 3, 2015 (hereafter referred to as UGent) 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 "SCIE")

... OF THE SECOND PART

[It is clearly and distinctly understood and acknowledged that this MOU has been executed by SIU, on behalf of 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 Agreement hereafter be construed as SIU/SCIE].

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. SIU was conferred with the Deemed University status (vide MHRD notification No. F.9-12/2002.U-3 (A) dated 6th May 2002). The National Assessment & Accreditation Council (NAAC) has reaccredited SIU with 'A' grade.

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;

Ghent University was founded in 1817. In 2017, Ghent University celebrated its 200th anniversary. As a top 100 university with more than 47,000 students and 15,000 staff members, we are one of the largest universities in the Dutch language area, located in Flanders, Belgium. Ghent University Global Campus is also the first European university in Songdo, South Korea. UGent 11 faculties offer more than 200 courses and conduct in-depth research within a wide range of scientific domains. The UGent credo is 'Dare to Think'.

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

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 faculty.
- Sponsorship of cooperative seminars, workshops and other academic meetings.

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

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) with prior approval and written consent of the Party disclosing such information.



2.3 Intellectual Property

The arrangements pertaining to intellectual property rights arising from any collaborative activities between the Parties shall be dealt with in the individual project and/or collaboration specific written agreements on a case by case basis.

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;

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

2.3.2 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. The details of each such Faculty Teaching program shall be enlisted in specific written agreements based on mutual discussions between the Parties.

Faculty members shall remain on the payroll of their home universities while teaching or researching at the host institutions, unless otherwise agreed to by both Parties in writing. Both institutions shall assist each other in the necessary formalities for obtaining access to national or international scholarship funds.

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

Both Parties will attempt to enhance the collaboration as under this MOU by sponsorship of Co- operative Seminars, workshops and other academic meetings if specific grants are available by executing separate written agreements for every such activity based on mutually agreed terms and conditions as decided by both Parties.

3. Human Rights Clause

The parties agree to respect human rights.

Each of the parties may terminate this agreement with immediate effect if the other party is involved in a serious or systematic violation of human rights.

4. Commencement, renewal, termination and amendment

This MOU will come into force upon affixing of the signatures of the representatives of the Parties and will remain in effect for **five years**. This MOU may be renewed upon its expiry, with the agreement of both Parties, by negotiating a new MOU in writing.

If either Party wishes to terminate the MOU at the end of the five years period it must notify the other Party not less than six months prior to the expiry of the MOU.

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

5. 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.

6. Force Majeure

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.

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.

7. 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.

8. 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.

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

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




PARTY OF THE FIRST PART

On behalf of and For Ghent University

For the rector

Dr Dirk De Craemer
Head of Research Coordination Office
Ghent University

Prof. Dr. Rik Van de Walle

Rector

Date.....



PARTY OF THE SECOND PART

On Behalf of Symbiosis International (Deemed University)

Signature valid

Digitally Signed by: VIDYA RAJIV
YERAVDEKAR
Date: 2021.05.04 15:37:51 +05:30
Reason: -
Location: -

Dr Vidya Yeravdekar

Executive Director
Symbiosis Centre for International Education

Date

For Symbiosis International (Deemed University)

Dr. M. S. Shejul

Registrar

Date



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SIU

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 Ghent University nor Symbiosis Centre for International Education (SCIE) 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 MOU relates.

Every collaboration will have its own agreement / contract which address issues such as IPR, funding pattern, disclosure of information etc.


Digitally Signed by: VIDYAJ RAJIV
YERAVDEKAR
Reason: -
Location: -

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SIU