



MEMORANDUM OF AGREEMENT FOR ACADEMIC COLLABORATION

The University of Johannesburg

(A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof LG Mpedi in his capacity as the Executive Dean of the Faculty of Law and duly authorised thereto)

OF THE FIRST PART

Between

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 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



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exchanges, or exposure to international conferences, seminars, workshops, and other resources;

1. Preamble

In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the partners – the University of Johannesburg, South Africa, and the of Symbiosis International (Deemed University) – hereby sign a Memorandum of Agreement (“MoA”) for Academic Collaboration.

2. Parties to the MoA

- 2.1 The University of Johannesburg, a juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by its Faculty of Law, South Africa, and
- 2.2 The Symbiosis International (Deemed University), India

The two Parties have mutually agreed to the following:

3. Aim of the MoA

The aim of this MoA is to provide for cooperation on academic activities of the two faculties that will strengthen mutual understanding, foster friendly cooperation and promote sustainable and productive academic collaboration and exchange between faculty, researchers and students of both the Parties.

4. Scope of the MoA

Areas of joint activity may include (but are not necessarily limited to) the following:

- 4.1 Exchange of academic employees for the purpose of research, teaching and the presentation of special courses in their fields of specialisation;
- 4.2 Student exchange and study-abroad programmes;



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- 4.3 Establishment of joint research programmes;
- 4.4 Collaboration on third-party funded educational or economic-assistance activities;
- 4.5 Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
- 4.6 Exchange of scientific and educational literature produced by either or both of the Parties, as well as exchange of materials on the most relevant and topical research by researchers at both Parties;
- 4.7 Organisation of conferences, seminars and symposia of mutual interest to the institutions; and
- 4.8 Other such activities as may be mutually agreed upon.

5. Commencement, duration and termination

- 5.1 This MoA will commence on the date of its signing by both Parties and shall remain in force for an initial period of three years.
- 5.2 Any amendment of and/or modification to the MoA will require the written approval from both Parties.
- 5.3 The MoA shall renew itself automatically for successive periods of three (3) years unless either of the Parties notifies the other Party in writing of its desire to terminate or revise the memorandum.
- 5.4 Termination may take place at any time by any of the Parties and is fully discretionary and a notice period will apply to any Party wishing to terminate the MoA. No reasons have to be provided for termination.
- 5.5 Termination shall, however, not affect the implementation of the projects or programmes established under the MoA prior to such termination.
- 5.6 Any student who has commenced studies at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.



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6. Activities envisaged

In pursuit of the aim of the MoA, the Parties hereby agree to consider promoting, within the framework of the provisions of the respective government regulations applying in each of the institutions, and subject to the availability of resources, the following activities:

6.1 Academic collaboration

- 6.1.1 Research collaboration, including joint research projects in areas of mutual interest.
- 6.1.2 In so far as research can be promoted by a period of residence at the partner university, both universities agree to support members of the partner university appropriately. Each will ensure that visiting academics are integrated well into existing research terms and, if possible, will make working space available to them.
- 6.1.3 Any future more specific interfaculty agreements that result from this MoA, will be included as addenda to this original MoA.

6.2 Exchange of faculty members and research employees

- 6.2.1 The number, timing and duration of such exchanges may vary according to the needs of the particular programme.
- 6.2.2 Library resources, such as research papers, indices, books and journals on relevant subjects will be shared where possible and appropriate. This will have to comply with both Parties' policies on copyright and intellectual property rights.
- 6.2.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
- 6.2.4 Extending invitations for attending scholarly and technical meetings and assisting in making arrangements for attending national and international conferences.
- 6.2.5 Each candidate will be responsible for his or her own travel and accommodation arrangements and expenses.



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6.2.6 The exchange of any personal information regarding any employees will be with consent of the affected person or persons and in accordance with any privacy legislation or data-protection legislation.

6.3 Exchange of students

6.3.1 Separate Programme-Specific Agreements (see paragraph 8 below) shall govern supervision of students studying abroad.

6.3.2 The university at which the students are enrolled will screen student applications and recommend students to the partner institution for an invitation; these students will be screened in line with both Parties' academic regulations.

6.3.3 Transcripts of results will be provided to the institution where the student is registered, soon after the completion of the exchange after the necessary consent has been obtained from the student concerned.

6.3.4 Students will perform duties in the relevant academic department as agreed upon by the departmental supervisor.

6.3.5 Each student will register and pay tuition and other required fees at the University where the students are enrolled. The partner institution will waive tuition fees if the student follows the agreed upon academic programme, which may include limited choices made at the institution hosting that student, even after commencement of the exchange, negotiated with the contact person at the partner institution. (Fees other than tuition may, however, still need to be paid. The host institution will communicate such fees to any potential incoming student.)

6.3.6 Students enrolled at the partner institution will be subject to the same rules and regulations as local students. Students will be eligible for all the services and rights normally provided to locally enrolled students.

6.3.7 Each student will be responsible for arranging the necessary relevant immigration requirements (e.g. a study permit). Parties agree to assist where necessary with the application of visas.



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6.3.8 Students are responsible for their own costs of accommodation, international and local travel in the host country, as well as books, equipment, health insurance and other expenses arising out of the exchange.

6.3.9 The partner institution may refer an exchange student for language assessment if necessary/applicable.

7. Indemnity

7.1 No Party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury or damages which may be sustained as a result of this Agreement, unless caused by the negligent or intentional act on the part of that Party.

7.2 The Parties hereby indemnify and hold harmless the other Party against any claim, liability, loss, proceedings, expense and costs of whatsoever nature, save and to the extent it was caused by negligent or intentional act(s) (whether direct or indirect, consequential or otherwise).

8. Programme-Specific Agreements

8.1 This MoA is designed to facilitate development of mutually beneficial exchanges/programmes and to promote research and educational relationships.

8.2 Before any of the activities referenced above may be implemented, both Parties shall negotiate details and resolve the issues involved therewith and enter into a written agreement pertaining to that activity ("Programme-Specific Agreement").

8.3 The term of such Programme-Specific Agreements shall not extend beyond three (3) years in duration, unless specifically agreed upon otherwise, in which case the policies and procedures of either or both of the Parties for contracts of longer duration must be complied with.

9. Funding

9.1 The Parties agree that each activity undertaken pursuant to this MoA shall be dependent on the availability of funds, and financial arrangements for each activity



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shall be negotiated prior to entering into a Programme-Specific Agreement related thereto.

- 9.2 The Parties agree that they shall make reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken pursuant to this MoA.

10. Confidentiality

Both Parties acknowledge that any information disclosed by or on behalf of any of the Parties which is not in the public domain is confidential and may not be used or disclosed to any other party (whether before or after the termination of this MoA) for any reason whatsoever, save as strictly necessary for the due and effectual collaboration under this Agreement.

11. Cancellation

- 11.1 Should any of the Parties fail to comply with any of their obligations in terms of this MoA, the other Party may cancel the memorandum without prejudice to any rights it may have in terms of the MoA, by giving two (2) months written notice.
- 11.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

12. Intellectual property

- 12.1 Both Parties agree that any intellectual property belonging to an institution, which may include but will not be limited to research material, publications, articles and other academic materials, will belong to that institution and no other party will have a claim in respect of such intellectual property.
- 12.2 It is the intention of the Parties that all research derived from their collaborative efforts will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular agreement or the specific institutional policies on intellectual property or legislation.



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12.3 In the event of any of the Parties wanting to use the jointly owned research for any further purpose, i.e. delivering of papers and publishing of academic articles, the other Party's written consent must be obtained.

13. General considerations

13.1 The terms of, and the necessary resources for, such joint activities and exchange programmes shall be discussed and mutually agreed upon in writing by both Parties through the liaison officers specified by the Parties prior to the initiation of the particular activity or programme.

13.2 The activities under the MoA will be undertaken by specific appointees from each institution.

13.3 Any amendment of and/or modification to the MoA will require the written approval from both Parties.

13.4 The termination of this MoA shall not affect the implementation of the projects or programmes established under it prior to such termination.

13.5 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data-protection legislation.

13.6 Exchange of academic information and materials, publications, research databases, and courseware, will comply with UJ's policy on access to information as well as all relevant legislation pertaining to access to information.

13.7 The Parties and each of their owners, affiliates, officers, directors, employees and agents acting under their instructions and/or influence and taking actions in furtherance of this Agreement, will comply with all applicable anti-corruption laws, applicable in the respective countries concerned. Any non-compliance with any applicable anti-corruption legislation might be an acceptable reason to terminate this agreement.

13.8 In the unlikely event of any dispute between the Parties, the Parties will use their best endeavours to resolve the dispute amicably. Should the dispute not be resolved within a reasonable time and it is considered to be of a serious nature, the



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Parties agree to resolve the dispute by way of arbitration. Such arbitration will take place in the country of the aggrieved Party and that country's arbitration legislation will govern the dispute.

14. ***Domicilia citandi et executandi***

14.1 The Parties choose as their *domicilium citandi et executandi* for all purposes under the MoA, whether in respect of notices or other document communication of whatsoever, the following addresses:

14.1.1 **University of Johannesburg**

Physical Address

Faculty of Law
Auckland Park Kingsway Campus
Cnr Kingsway and University Road
Auckland Park
2092

Postal address

PO Box 524
Faculty of Law
University of Johannesburg
Auckland Park
2006

Contact Persons:

Prof CF Hugo

Telephone: + 27 11 559 4077

E-mail: chugo@uj.ac.za

or



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Dr EJ Marais

Telephone: +27 11 559 3846

E-mail: ejmarais@uj.ac.za

14.1.2 The of Symbiosis International (Deemed University)

Physical address:

Symbiosis International (Deemed University)

Gram: Lavale, Tal: Mulshi,

Dist: Pune, Maharashtra, India

Contact person: . Swati Sahasrabudhe

Email: int.initiatives@symbiosis.ac.in

Tel: +91-20-25925260

14.2 All notices and any other communications by either Party in terms of this MoA or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile or email to the recipient Party at its relevant address.

14.3 Either Party may, by written notice to the other Party, change any of the addresses at which, (or the designated person for whose attention) those notices or other communications are to be given.

14.4 Any notice or other communication given by any Party to the other Party which:

14.4.1 is sent by registered post to the addressee at its specified address shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of posting; or

14.4.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be deemed to have been received by the addressee at the time of delivery; or

14.4.3 is transmitted by way of email to the above mentioned email addresses, shall be



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deemed to have been received by the addressee on the day of sending the email.

14.4.4 The provisions of this clause shall not invalidate any notice or other communication actually given otherwise than as described in these provisions.

15. Signatories

PARTY OF THE FIRST PART

On behalf of **University of Johannesburg**



Prof LG Mpedi

In his capacity as the Executive Dean
of the Faculty of Law
For **University of Johannesburg**

PARTY OF THE SECOND PART

On Behalf of **Symbiosis International (Deemed University)**



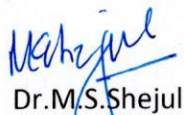
Dr Vidya Yeravdekar

Executive Director

Symbiosis Centre for International Education

Date 8 OCTOBER 2018

For **Symbiosis International (Deemed University)**



Dr. M.S. Shejul

Registrar

Date 8 OCTOBER 2018



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