



**MEMORANDUM OF UNDERSTANDING
ACADEMIC AND RESEARCH COLLABORATION**

**THIS MEMORANDUM OF UNDERSTANDING (HEREINAFTER REFERRED TO AS THE "MOU") IS MADE
AND EXECUTED ON THIS _____ DAY OF _____ 20_____**

BY AND BETWEEN

DEAKIN UNIVERSITY

a body politic and corporate established pursuant to the Deakin University Act 2009 (Vic), whose principal place of business is 1 Gheringhap Street, Geelong, VIC 3220, Australia.

(hereafter referred to as "Deakin") **OF THE FIRST PART**

AND

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY)("SIU")

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 MoU shall hereinafter be construed as SIU/SCIE].

Background

- A. SIU is a family of academic institutions which include University, Colleges, Centres, and Schools which have been imparting quality education for 50 years. SCIE is a Department of SIU and is engaged in providing leadership and support to internationalize the campus and the curricula.
- B. 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;

- C. Deakin University aims to be Australia's premier university in driving the digital frontier to enable globally connected education for the jobs of the future, and research that makes a difference to the communities Deakin serves.
- D. The Parties wish to establish a cooperative relationship with the aim of developing and fostering academic links between their two institutions.
- E. This **MOU** sets out the framework for the cooperative relationship between the Parties.

NOW, THEREFORE, in consideration of the mutual promises made herein the Parties hereby agree to sign this MOU based on the mutually agreed terms and conditions as follows:

Provisions

1. Effective Date and Duration of MOU

This MOU shall take effect on the date the last Party signs and will continue for a period of five years. Prior to the expiry of this MOU the Parties may agree in writing to extend it for a further five-year period.

2. Scope

- (a) The Scope of collaboration on academic and research activities in this MOU includes the following categories:
 - (i) Academic and Research collaboration in the areas of mutual interest.
 - (ii) Exchange of academic information, scholarly information, materials, and publications.
 - (iii) students and faculty mobility programs
 - (iv) Sponsorship of cooperative seminars, workshops, and other academic meetings.
 - (v) Any other collaborative efforts the parties consider to be appropriate from time to time.
- (b) Without limiting the scope of clause 2(a), the Parties will discuss opportunities for collaboration on the basis outlined in the Schedule.

3. Activities and Projects

Each collaborative activity or project to be initiated under this MOU will be subject to a further separate written agreement between the Parties. Such agreement will set out the Parties' obligations and responsibilities and the conditions relating to each activity or project.

4. Management and Oversight

As soon as possible after this MOU has come into operation the Parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- (a) regular communication between representatives of the Parties in relation to this MOU;
- (b) an equitable decision-making process;

- (c) procedures for reviewing the progress of collaborative activities and projects initiated under this MOU; and
- (d) procedures for identifying and prioritising new opportunities for collaboration.

5. Confidentiality

Each Party shall keep confidential all information or material acquired or produced in connection with this MOU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person. This provision is binding on the Parties and will survive the termination or expiry of this MOU.

6. Intellectual Property

Ownership of any intellectual property shared by the Parties to advance the discussions contemplated by this MOU will remain with the contributor or creator of such intellectual property, unless otherwise agreed by the Parties. Intellectual Property rights shall include but shall not be limited to all proprietary information, copyrights, trademarks, trade names, logos, patents etc.. The arrangements pertaining to Intellectual Property Rights arising from any collaborative activities/projects as under this MOU between the Parties shall be dealt with in the individual project and/or collaboration specific written agreements on a case by case basis. All such material must be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision is binding on the Parties and will survive the termination or expiry of this MOU.

7. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MOU.

8. Termination and amendment

- (a) If either Party wishes to terminate this MOU it must provide a minimum of six months written notice to the other Party.
- (b) The termination of this MOU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.
- (c) This agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

9. Legal Effect of this MOU

This MOU outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

10. Miscellaneous:

- (a) Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other such cause beyond the affected Party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other Party in writing as soon as reasonably possible.
- (b) The Parties agree to use their best endeavours to resolve any dispute arising out of this MoU through good faith and discussions and shall nominate one representative each who will engage in negotiation before considering other means of dispute resolution. The Parties hereby agree that nothing in this clause shall restrict or limit the rights of either party to obtain interlocutory relief in disputes arising in relation to this MoU.
- (c) None of the terms of this MoU are intended to serve as a precedent or otherwise restrict a party's position with respect to such terms in future agreements.

PARTY OF THE FIRST PART

On Behalf of Deakin University,

DocuSigned by:
Professor Julie Owens
C8B01E2E3B50417...

Prof Julie Owens

Deputy Vice-Chancellor Research

Deakin University

Date 13 January 2022 | 7:03 PM EST

PARTY OF THE SECOND PART

On Behalf of SIU

DocuSigned by:
Dr Vidya Yeravdekar
5B3F6221744F487...

Dr Vidya Yeravdekar

Executive Director

Symbiosis Centre for International Education

Date 20 January 2022 | 1:27 AM PST

For Symbiosis International (Deemed University)

DocuSigned by:
Dr. M. S. Shejul
131CC4A331C0480...

Dr. M. S. Shejul

Registrar

Date 20 January 2022 | 8:36 PM AEDT

Schedule 1

The Parties share an interest in establishing a collaborative research alliance to focus on research, training, and networking opportunities in the area of Women and Entrepreneurship.

Broad areas of Co-operation:

SIU and Deakin will explore opportunities for cooperation in the following areas:

1. Academic and research collaboration in the area of woman entrepreneurship and also entrepreneurship in general.
2. Exchange of academic information, scholarly information, materials and publications;
3. Research internships for students and faculty;
4. Establishment of a jointly supervised PhD between the two institutions;
5. developing and sponsoring a national-level competition for Women Entrepreneurs (Technology) and selecting Women Entrepreneur of the Year recipients
6. Co-hosting collaborative seminars, workshops and other academic meetings;
7. Exploring the opportunities to establish a collaborative centre for Women Entrepreneurship at each institution;
8. Any collaborative efforts that both may deem fit from time to time.

Certificate Of Completion

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| Source Envelope: | |
| Document Pages: 5 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: Adrian Corsetti a.corsetti@deakin.edu.au |
| Envelopeld Stamping: Enabled | IP Address: 149.167.140.116 |
| Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney | |

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Signer Events

Professor Julie Owens
julie.owens@deakin.edu.au
DVCR
Security Level: Email, Account Authentication (None)

Signature

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Dr Vidya Yeravdekar
dr-vidya@symbiosis.ac.in
Security Level: Email, Account Authentication (None)

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Dr Vidya Yeravdekar
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Dr. M. S. Shejul
registrar@siu.edu.in
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Dr. M. S. Shejul
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