



DATED 4th - December - 2021

UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION

and

CHITKARA UNIVERSITY

MEMORANDUM OF UNDERSTANDING

**Academic Standards, Quality and Partnerships
Department of Student and Academic Administration**

This Memorandum of Understanding is made:

BETWEEN

- (1) **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** whose principal office is at University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom (hereinafter referred to as "Portsmouth"); and
- (2) **CHITKARA UNIVERSITY** whose principal office is at Chandigarh-Patiala National Highway (NH- 64), Village, Jansla, Rajpura, Punjab 140401, India (herein after referred to as "Chitkara").

Portsmouth and Chitkara may each, where relevant, be referred to together as the "Parties" and individually a "Party".

BACKGROUND

The purpose of this Memorandum of Understanding is to establish friendly relations, to agree to cooperate with each other and to identify areas of cooperation at either institution that could help foster and develop the relationship. The terms of cooperation for each activity under the Memorandum of Understanding shall be mutually discussed and agreed upon in the future, should the need arise, and shall be subject to an appropriate and separate written agreement in conformity with institutional policies in place.

Whereby it is agreed as follows:

1. This Memorandum of Understanding witnesses that the Parties wish to explore the possibility of collaborating together in various ways including:
 - 1.1 Exchange of information;
 - 1.2 Mutual visits by faculty members;
 - 1.3 Development of collaborative academic programmes;
 - 1.4 Exchange of students; promote study abroad programme and explore the possibility for the development of formal arrangements and agreements to enable the exchange of students;
 - 1.5 Development of joint research activities;
 - 1.6 Development of joint research funding applications on areas of mutual interest;
 - 1.7 Development and sharing of industrial, work and laboratory placement opportunities;
 - 1.8 Participation in seminars and conferences organized by the respective institutions; and
 - 1.9 Collaboration in sharing best practices across both institutions.
2. The terms of cooperation for each specific activity explored under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. Such agreements will have full regard to issues of quality assurance and budgetary matters and may be subject to written legal contracts as may be agreed by the Parties.
3. Each Party will consider student applications from the other party. Each student applicant must meet the minimum entry criteria for the course and all applications will be assessed on a case-by-case basis against each Party's recognition of prior learning policy.
4. The Parties shall nominate the following individuals in order to liaise on the objectives set out in **clause 1** of this Memorandum of Understanding:

The named contacts for Portsmouth are:

Main Contact: Joe Hall, Global Engagement Officer, UoP Global, Nuffield Centre, St. Michael's Road, Portsmouth, PO1 2ED, United Kingdom

Tel: +44(0)2392 843516 Email: joe.hall@port.ac.uk

Copied for the attention of: Partnerships Manager, Academic Standards, Quality and Partnerships Department of Student and Academic Administration, University of Portsmouth, Mercantile House, Floor 10, Hampshire Terrace, Portsmouth, PO1 2EG, United Kingdom

Tel: +44 (0) 2392 843196 Email: partnerships@port.ac.uk

The named contacts for Chitkara are:

Main Contact: Sanjeev Sahni, Vice President Office of International Affairs, Office of International Affairs, Chitkara University, Saraswati Kendra, SCO 160-161, Sector 9 C, Chandigarh – 160009, India

Tel: +91 1724 69 1800 Email: sanjeev.sahni@chitkara.edu.in

Copied for the attention of: Sangeet Jaura, Pro Vice Chancellor, Office of International Affairs, Chitkara University, Saraswati Kendra SCO 160-161, Sector 9 C, Chandigarh-160009, India

Tel: +91 98760 47895 Email: sangeet.jaura@chitkara.edu.in

5. This Memorandum of Understanding, including any Schedules and Annexes attached hereto, shall commence from [04/12/2021] (the "**Commencement Date**"), and continue until 31/07/2023 (the "**Expiry Date**"), unless terminated in writing by either Party giving to the other Party not less than six (6) months' notice.
6. Unless otherwise agreed in advance by the Parties, on completion of the cooperation activities it is the intention that this Memorandum of Understanding will either be replaced by formal Memorandum of Agreement, or the activity will cease.
7. This Memorandum may be extended beyond the Expiry Date subject to the mutual written agreement of the Parties and the arrangements for renewal will be discussed between the Parties prior to the Expiry Date of the Memorandum.
8. Upon expiry of this Memorandum of Understanding each Party will deliver to the other all documents and all other materials (including, but not limited to, computer discs and other removable storage devices) made available to it in connection with this Memorandum of Understanding.
9. This Memorandum of Understanding may be revised through the mutual written agreement of both Parties.
10. This Memorandum of Understanding may be executed in any number of counterparts, each of which when executed and delivered, will be an original, and all the counterparts together will constitute the same instrument.
11. With the exceptions of **clauses 8, 13 and 14**, which the Parties agree are intended to be legally binding, this Memorandum of Understanding is not intended to be legally binding or will be construed as creating any legally enforceable rights or obligations between the Parties. The Parties acknowledge that any formal collaboration will require the express formal approval of the specific authorising bodies and the duly authorised officers of both institutions.
12. Nothing in this Memorandum of Understanding is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party. The Parties acknowledge that all or any financial arrangements must be negotiated and shall depend upon the availability of funds at the specific time.
13. The Parties agree to keep strictly confidential, other than to their advisers and as may be required by their respective regulatory bodies and statutes the terms of this Memorandum of Understanding and all other confidential information (being related to the subject matter of this Memorandum of Understanding).
14. The Parties acknowledge the merits of positive publicity but agree that neither Party should use the logo or any trademark of the other or make any media or public statement about the

objectives set out in **clause 1** of this Memorandum of Understanding unless that has been agreed in advance by the other Party.

15. This Memorandum of Understanding has been written English. If this Memorandum of Understanding is translated into any other language, the English language version shall prevail.
16. The validity, construction and performance of this Memorandum shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit.

Duly authorised by and on behalf of
University of Portsmouth Higher Education
Corporation

Signature:



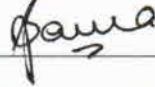
Print Name: Chris Chang

Position: Deputy Vice-Chancellor

Date: 21/10/2021

Duly authorised by and on behalf of Chitkara
University

Signature:



Print Name: Professor Sangeet Jaura

Position: Pro Vice-Chancellor (International)

Date: 21/10/2021
