



Memorandum of Understanding

Deakin University (**Deakin**)

Chitkara University (**Chitkara**)

Memorandum of Understanding

Parties

Deakin University

ABN 56 721 584 203

of 1 Gheringhap Street, Geelong, Victoria, 3220

(Deakin)

Chitkara University

of having its corporate office at SCO 160- 161, Sector 9-C, Chandigarh- 160009, India

(Chitkara)

Background

- A. Deakin University and Chitkara University entered into a Memorandum of Understanding dated 27 March 2017 (**2017 MOU**) in which they agreed to enter into discussions to promote further collaboration between them.
- B. The parties now enter into this Memorandum of Understanding (**MOU**) to set out their continuing desire to identify further opportunities for collaboration.

Agreement

1. Commencement and Duration

This Memorandum of Understanding ("MOU") shall take effect on the date first set out above and shall continue for a period of 5 (five) years unless terminated earlier in accordance with the provisions of **clause 8**.

2. Force of this MOU

- 2.1 The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between Deakin and Chitkara. Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner what so ever. This MOU shall not create a legal relationship between the parties.

3. Broad Areas for Cooperation

- 3.1 Deakin and Chitkara will discuss the possibility of cooperation in the following areas:
 - (a) Academic and research collaboration in the areas of mutual interest;
 - (b) Exchange of academic information, scholarly information, materials and publications;
 - (c) research internship of students and faculty;

- (d) sponsorship of cooperative seminars, workshops and other academic meetings;
- (e) any collaborative efforts that both may deem fit from time to time.

4. Research Internship

- 4.1 The Parties will explore further opportunities for academic research internships of students at undergraduate and postgraduate level.
- 4.2 It is desired by both parties that there will be significant flow of students in both directions.
- 4.3 In the case of undergraduate students, the parties will enter into a separate student exchange agreement addressing their respective rights and responsibilities which shall apply to all students exchanged between them.
- 4.4 In the case of postgraduate students, the parties will enter into exchange agreements on a case by case basis, which shall address at a minimum the issues with respect to the exchanges outline **Annexure A**.

5. Research Collaboration

Faculty from both institutions will explore opportunities to collaborate in the supervision of research internships and in joint research in disciplines of mutual interest. All such joint research activities will be governed by agreements to be negotiated between the parties, which will address at a minimum the issues identified in **Annexure B**.

6. Confidentiality and Privacy

- 6.1 Deakin and Chitkara recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion).
- 6.2 Each of Deakin and Chitkara covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.
- 6.3 The provisions of this **clause 6** are intended to and shall be binding upon the parties upon the signing of this MOU, and shall survive the termination or expiry of this MOU.

7. Intellectual Property

Ownership of intellectual property shared by the parties to advance discussions of activities contemplated by this MOU will remain with the contributor or creator. 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.

8. Termination

- 8.1 Either of Deakin or Chitkara may terminate this MOU by written notice to the other party. A minimum period of 6 (six) months notice will be required from a party wishing to terminate the MOU, or such shorter period as the parties may agree upon in writing.

- 8.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

9. Amendments and Supplementary Agreements

- 9.1 The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.
- 9.2 The Parties shall where ever necessary enter in to written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.
- 9.3 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.

10. Use of Name and Logo

No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon the mandate shall survive the termination or expiry of this MOU.

11. Execution of this MOU

- 11.1 This MOU is properly executed when:
- (a) each party has executed this document; or
 - (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically.
- 11.2 If this MOU is executed in counterparts, the date of this MOU is the date on which it is signed by the last party.

Execution and Date

Executed as an agreement.

Date:

Signed for and on behalf of **Deakin University**
by its duly authorised officer in the presence of:

Bashe
Signature of witness

K. BASICARAN
Name of witness (please print)

[Signature]
Signature of authorised officer

V. C
Name of authorised officer (please print)

IAN MARTIN
Office held

Date: 29 SEPT 2022

Signed for and on behalf of **Chitkara University**
by its duly authorised officer in the presence of:

Archana
Signature of witness

DR ARCHANA MANTRI

[Signature]
Signature of authorised officer

[Signature]
DR MADHU CHITKARA

PRO CHANCELLOR, CHITKARA UNIVERSITY

Date: 29 SEPT 2022

Annexure A - Research Internship of Postgraduate Students

1. Postgraduate Internship Students between Chitkara University and Deakin University under the research internship programme will be classified as internship students. The parties will explore opportunities to permit such internship students to take courses on credit/audit as well as participate in research activities/project work.
2. In any case, the consent of the relevant course coordinator /teacher project supervisors/ research supervisors to student participation in a unit or project will be required. Such consent will take into account among other things whether the student has prerequisites for the course /project and will be subject to the regulations, policies and procedures of the host institution.
3. Neither institution will require admission or tuition fees of internship students, but may require internship students to pay for additional services (e.g. athletic club memberships) where a domestic student is also charged for such services.
4. The home institution will reserve the right to determine course credits and grades earned and may take into consideration any report from the host institution.
5. The agreement will address the number of internship students each year or balanced over a predetermined period.
6. Participants may not spend more than one year normally in the Internship programme.
7. Participants will be subject to the rules and regulations of the host institution, in addition to specific rules and regulations, if any, of the host country regarding foreign students studying in the host country. These may include requirements respecting overseas health cover and visa conditions.
8. Participants will be responsible for managing the cost of living, flights, visa and insurance.

Selection and nomination

9. The selection and nomination of students is open throughout the academic year. The student nomination should be provided to the host institution accompanied by:
 - Curriculum vitae
 - Statement of aptitude from a member of the student's school/faculty.
 - A specific outline of the programme of study at the host institution and a statement of objectives of the student.
10. When a nomination is forwarded by the home institution, it is presumed that the home institution considers the student suitable for the proposed program and consents to send the student if selected by the host institution.
11. The host institution will evaluate the nomination and determine the nominee's suitability for selection under the relevant student internship program. Where the internship student is pursuing a research or implementation project as part of a postgraduate degree programme, the agreement will address provision of a suitable faculty member to jointly assist (along with the supervisor in the home institution) the student in formulating a research project or jointly supervising the student in the event that a research project has already been identified.
12. The host institution will inform the home institution of any academic or other problems that may arise during the period of student's residence in the host institution, subject to applicable privacy legislation. The host institution will take appropriate action under its established policy and procedures, in consultation with the home institution to deal with such problems.

Annexure B –Further Research Agreements

1. Proposals for collaborative research work under this MOU 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 collaborative project. Individual projects arising under this MOU will be jointly planned and conducted by the nominees of both parties and will be subject to agreements to be negotiated between the parties.
3. Progress of work of any individual project 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 and the successful negotiation of an agreement to govern the project and which will include at a minimum:
 - A statement of the work to be undertaken;
 - The term of the Project;
 - Project management and personnel;
 - Contributions of the Parties, which may include personnel, facilities, equipment, cash, and Background Intellectual Property;
 - Budget for the Project
 - Performance milestones
 - Record-keeping and reporting obligations,
 - Intellectual Property rights in the Project outcomes, including commercialization of such outcomes;
 - Publication rights
 - Student involvement.
 - Insurance and risk allocation.