

Memorandum of Understanding

Parties

Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009* (Vic)
of 1 Gheringhap Street, Geelong, Victoria, 3220

Indian Institute of Technology Kanpur

having its principal office at Kanpur, 208016, Uttar Pradesh, India

Execution and Date

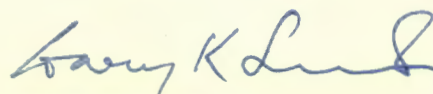
Date: 16-09-2013

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

Signature of witness

Name of witness (please print)

)



Signature of authorised officer

Professor Gary Smith

Name of authorised officer (please print)

Deputy Vice-Chancellor (Global Engagement)

Office held

Date:

Signed for and on behalf of **Indian Institute of Technology Kanpur**
by its duly authorised officer in the presence of:

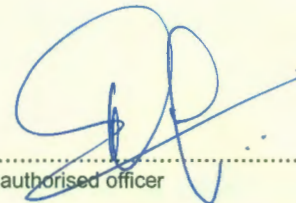
Signature of witness

Name of witness (please print)

ओ. पी. श्रीवास्तव
सहायक कुलसचिव
अंतर्राष्ट्रीय संबंध
आंतराष्ट्रीय पूर्व छात्र कार्यालय
माओ प्रौढ संस्थान कानपुर
O. P. SRIVASTAVA
Assistant Registrar
International Relations
Resources & Alumni Office
I. I. T. KANPUR

)

Signature of authorised officer


Prof. Anupam Saxena
Name of authorised officer (please print)

International Relations Office
Office held

Date:

18/09/13

Memorandum of Understanding

Background

- A. The parties wish to establish a cooperative relationship with the aim of developing and fostering academic links between their two institutions.
- B. This Memorandum of Understanding (**MOU**) sets out the framework for the cooperative relationship between the parties.

Provisions

1. Effective Date and Duration of MOU

This MOU takes 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. Areas of Co-Operation

The parties will discuss opportunities for collaboration in the following areas:

- (a) academic staff collaboration in research, teaching and learning in areas of common interest;
- (b) general academic collaboration including the exchange of educational resource materials and publications that are of mutual interest;
- (c) assessment of units for credit for prior learning for academic programs offered at each institution;
- (d) development and implementation of student mobility programs;
- (e) development and implementation of staff exchange programs;
- (f) identification of special short-term academic programs and projects of mutual benefit to both institutions; and
- (g) any other collaborative efforts the parties consider to be appropriate from time to time.

3. Activities and Projects

Each collaborative activity or project to be initiated under this MOU will be subject to a further agreement between the parties. Such agreements will set out the parties' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws, including without limitation, the *Education Services for Overseas Students Act 2000* (Cth).

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. 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.

6. 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.

7. Intellectual Property

Ownership of intellectual property shared by the parties pursuant to 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. 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.

9. Standards of Performance

The parties agree that all obligations under this MOU and any agreement resulting from this MOU will be performed in a manner protective of and consistent with both parties' reputation for excellence and integrity in education, research and scholarship.

10. Termination

Either party may terminate this MOU by providing a minimum of six months written notice to the other party. 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.

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Deakin – initial here

.....
U.T.K.
Other Institution – initial here

Date: