

MEMORANDUM OF UNDERSTANDING

between

XXX

and

Manipal Academy of Higher Education

This Memorandum of Understanding (MoU) is made on DATE between:

Manipal Academy of Higher Education, situated at Madhav Nagar, Manipal - 576104 (hereinafter referred to as MAHE) and

XXX

Hereinafter also collectively and individually referred to as “Parties” and “Party”, respectively.

Whereas the Parties have a mutual interest in establishing closer working relationships in respect of research, education, the application of scientific knowledge, the Parties therefore have agreed to cooperate in certain areas on the following terms and conditions:

1. The cooperation will be in scientific, technical, education, and other areas as may be agreed between the Parties from time to time.
2. The aim of the cooperation under this MoU is where appropriate to align the various cooperation initiatives between the Parties with the objective to benefit from synergy between them and to be a fruitful platform for new initiatives.
3. Subject to any appropriate confidentiality arrangements, the Parties will enter into discussions with each other to improve the awareness of each other’s expertise and needs, and assist in building networks to facilitate mutual cooperation.
4. The Parties, recognising the potential for cooperation in delivering seminars and lectures, will keep each other informed regarding possibilities to deliver joint seminars and lectures.
5. The Parties, recognising that they may be interested in undertaking joint research or technology projects, will discuss and jointly explore the potential for workshops and research projects. The Parties may also include third party organisations in these discussions, if appropriate. If any such workshop(s) or research project(s) are identified by Parties, a separate agreement will be put into place and the Parties will enter into good faith negotiations to agree fair and reasonable terms.
6. The Parties, recognising that they may be interested in undertaking joint education projects, will discuss and jointly explore the potential for collaborations on the delivery of undergraduate and postgraduate degree programme(s). If any such degree programme(s) are identified by the

Parties, a separate agreement will be put into place and the Parties will enter into good faith negotiations to agree fair and reasonable terms.

7. The Parties see a benefit to review the potential for exchanging staff. This may include postgraduate, post-doctoral students and academic staff from the University working on research and development projects in the Parties' laboratories. It may also include MAHE's staff working at UoM, e.g. as a visiting professor. Any such exchange will be governed by written terms and conditions to be agreed in advance between the Parties.
8. The Parties will discuss combining efforts to access third party research and technology programme funding and other networks where appropriate.
9. The arrangements for all joint projects as outlined in this MoU will be by mutual agreement. The purpose of this MoU is to promote academic exchange only and no additional funding will be required from either Party except as mutually agreed. The Parties agree that all financial arrangements will have to be negotiated for each specific case and will depend on the availability of funds.
10. MAHE and xxx agree that any rights of ownership to or title in any pre-existing intellectual property shall not transfer under this MoU. Further, the intellectual property rights that may arise as a result of any collaborative research or activity under this MoU will be included in the agreement setting out the details of the project and financial arrangements. For the avoidance of doubt any rights of ownership to or title in any pre-existing intellectual property shall not transfer under this MoU.
11. Staff from either Party may sit on each other's steering committees and similar bodies, where appropriate and where agreed by both Parties.
12. The Parties agree that each Party shall be free to carry out activities similar to the ones mentioned herein with any third party.
13. Representatives of the Parties shall periodically review the status of the activities as set forth in this MoU and take initiatives as and when considered appropriate by the Party in question. They will each be supported by a person whose prime task will be to keep an overview of projects and initiatives. YYY shall be the Coordinators from XXX and Dr Karunakar and Dr ZZZ shall be the Coordinator from MAHE and Kasturba Medical College, Mangalore (constituent of MAHE) respectively. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.
14. The Parties agree that if they intend to disclose to each other any information of a proprietary nature, the Parties will put a confidentiality agreement in place in advance of any such disclosure. Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.
15. This MoU will come into effect on the date of last signature and will continue for a period of five years subject to annual reviews. This MoU may be terminated by either Party upon three (3) months' prior written notice to the other Party.

Insert official logo of XXX

16. No Party shall be legally bound by this MoU or any part of it.

Signed for and on behalf of
XXX

Signed for and on behalf of Manipal
Academy of Higher Education

Signed:

Signed:

Professor

Dr Karunakar

Title

Director International Collaborations

Date: _____

Date: _____

Witness:

Witness:

Signed:

Signed:

Professor

Professor

Title

Title

Date:

Date: