

Memorandum of Understanding

Deakin University (**Deakin**)

Malaviya National Institute of Technology (**MNIT**)

Malaviya National Institute of Technology
Jawahar Lal Nehru Marg
Jaipur 302017 Rajasthan India
Phone: +91-141-2529087 Fax: +91-141-2529029

Office of the University Solicitor
Deakin University
Geelong Waterfront Campus, Geelong Vic 3220
Telephone +61 3 5227 8524 Facsimile +61 3 5227 8523
www.deakin.edu.au



Memorandum of Understanding

This Memorandum of Understanding is dated June 2012

Parties

Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009* of Geelong, Victoria, 3220, Australia

(**Deakin**)

and

Malaviya National Institute of Technology

of Jawahar Lal Nehru Marg, Jaipur – 302017 Rajasthan, India

(**Malaviya**)

Background

- A. Deakin and **MNIT** wish to explore potential opportunities to establish a collaboration with one another (**Proposed Collaboration**) and have determined to put this memorandum of understanding in place to set out the basis on which they intend to do so.
- B. Except where expressly stated to the contrary, this document is not intended to create legal relations between the parties but to instead provide a framework for the parties to jointly explore the Proposed Collaboration and the establishment of a working relationship which may lead to the conduct of one or more collaborative activities.

The parties' understanding

1. Commencement and anticipated duration

This memorandum of understanding ("**MOU**") shall take effect on the date it is made and it is anticipated that the Proposed Collaboration will continue for a period of five (5) years from that date, unless a party gives notice discontinuing or suspending its involvement under clause 8 sooner.

2. Proposed areas of co-operation

The parties will discuss opportunities for cooperation in the following areas with a view to developing and carrying out collaborative activities of common interests:

- (a) academic staff cooperation on collaborative research, lectures and conferences 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 advanced standing for academic programs offered at each institution;
 - (d) development and implementation of student exchange programs;
 - (e) Faculty and support staff exchange;
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- (f) identification of special short-term academic programs and projects of mutual benefit to both institutions; and
- (g) any other collaborative efforts that both parties may deem fit from time to time.

3. Activities and projects

- (a) Any collaborative activities or projects between the parties will be subject to further agreement detailing the parties' responsibilities and obligations and the terms and conditions relating to each activity or project.
- (b) All such activities and projects will be conducted in compliance with all applicable laws including without limitation, the *Education Services for Overseas Students (ESOS) Act 2000* of Australia and any relevant guidelines or laws enacted in India.
- (c) Without limitation, where it is determined to undertake a research project involving a student enrolled in a higher degree by research through Deakin, the parties and the relevant student will enter into an agreement containing terms substantially similar to those contained in the template agreement attached to this MOU as annexure "A".

4. Consultation

- (a) Each party will appoint a person (**Representative**) with authority to represent its interests in relation to the day to day conduct of this MOU and any research opportunities arising from it.
- (b) The Representatives will meet at least once every calendar year or as otherwise agreed. The location of a meeting will be decided at each prior meeting and each party will pay its own costs of attending meetings.
- (c) A party may replace or reappoint its Representative from time to time by notice in writing to the other party.

5. Confidentiality

- (a) It is anticipated that Confidential Information may be exchanged between the parties in connection with this MOU.
- (b) Each party agrees to maintain the confidentiality of the Confidential Information of the other party.
- (c) A party will not be in breach of clause 5(b) where Confidential Information is required by law or regulation to be disclosed, provided however that the party required to make disclosure promptly notifies the party to whom the Confidential Information belongs to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- (d) Each party must ensure that its employees, agents or students given access to Confidential Information agree to be bound by and comply with the confidentiality obligations set out in this Agreement.
- (e) Where used in this clause, **Confidential Information** means information of a party that:
 - (i) is by its nature confidential;
 - (ii) is designated by a party as confidential; or
 - (iii) the other party knows or ought to know is confidential,

but does not include information which is in, or enters the public domain, other than through unauthorised disclosure by the other party or the other party's officers, employees or agents.

- (f) This clause is intended to be legally binding.

6. Intellectual Property

- (a) Nothing in this MOU affects a party's ownership of any intellectual property rights that may be made available to the other party in connection with the discussions contemplated by this MOU.
- (b) Neither party may use the other party's intellectual property rights for any purpose without the express prior written consent of the other party,
- (c) This clause is intended to be legally binding.

7. Ending the Proposed Collaboration

- (a) Either party may discontinue or suspend its involvement with the other party in relation to the Proposed Collaboration at any time and without the need to provide reasons by giving the other party 3 months' written notice.
- (b) However, nothing in this clause affects any other contract or arrangement that may have been entered into between the parties which will continue in accordance with its terms.

8. No intention to create legal relations

- (a) This MOU outlines the framework of a working relationship between the parties in connection with the Proposed Collaboration.
- (b) Except as expressly provided to the contrary, this MOU does not constitute a legally binding contract.
- (c) No partnership or joint venture is created by this MOU and neither party can commit the other financially or otherwise to third parties.

9. Variation

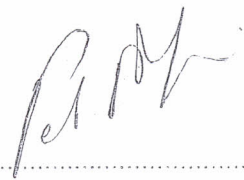
This MOU may only be varied in writing signed by both parties.

10. Governing law

This MOU will be governed in accordance with the laws of the State of Victoria, Australia and the Union of India wherever necessary. Each party submits to the exclusive jurisdiction of the courts of the concerned State. (Whichever is applicable on the basis of specificity of case)

Signing page

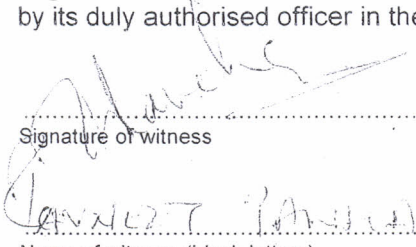
Signed for and on behalf of **Deakin University**)
by its duly authorised officer in the presence of:)



Signature

PROFESSOR PETER HODGSON
Name of authorised person (block letters)

Signature of witness



Name of witness (block letters)

DIRECTOR, IFM
Office held

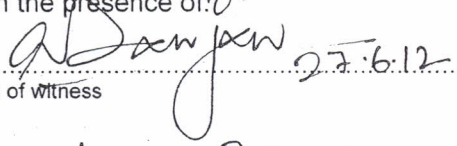
Signed for and on behalf of **Malaviya National**)
Institute of Technology by its duly authorised)
officer in the presence of:)



Signature

PROFESSOR UPENDER PANDEL
Name of authorised person (block letters)

Signature of witness



Name of witness (block letters)

PROF. ALOK RANJAN
Dean (Adm) MNIT Jaipur

DEPARTMENT OF METALLURGICAL AND
MATERIALS ENGINEERING
Office held