

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the 22<sup>nd</sup> day of August 2019

BETWEEN

THE INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH OF TIRUPATI, INDIA  
(‘IISERT’)

AND

THE FACULTY OF SCIENCE, THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] of  
Parkville, Victoria 3010 AUSTRALIA a body politic and corporate established in 1853 and  
constituted under the *University of Melbourne Act 2009* (Vic) (‘Melbourne’)

### **BACKGROUND**

- A. The Indian Institute of Science Education and Research, Tirupati, and The University of Melbourne recognise the value of international cooperation and have agreed to enter into this memorandum of understanding (“**MoU**”) to collaborate in academic and research activities on the basis of mutual benefit.
- B. This MoU shall focus on collaboration between Melbourne with IISERT.
- C. Melbourne and IISERT seek to record their collaboration (as described in Clause A) in this MoU.

### **1. GUIDING PRINCIPLES AND PURPOSE OF THE MEMORANDUM**

1.1 The following guiding principles are intended to govern the relationship between the Parties.

Each Party shall:

- a) Always act in good faith towards the other Party;
- b) Be accessible and communicate openly and honestly with the other Party;
- c) Work in a constructive and cooperative manner; and
- d) Encourage new approaches to achieve positive outcomes where possible.

1.2 Applying the principles in clause 1.1 the Parties intend to promote academic and research collaboration which are mutually beneficial.

1.3 To meet these goals, the Parties intend to support their mutual interests in the following areas:

- a) Partnering on the Bachelor of Science (Blended) program with regards to quality assurance and relationship building with third party institutions that deliver the degree;
- b) Development and promotion of joint PhD programs;
- c) Research collaboration and/or joint research projects;
- d) Exchange of academic staff;
- e) Organisation of lectures and/or symposia; and
- f) Exchange of academic information or material.

### **2. IMPLEMENTING THE GOALS OF THE MoU**

2.1 The areas of cooperation between the Parties will be mutually agreed by the Parties.

2.2 Before engaging in any cooperation that involves an exchange of resources, funding or the development or use of intellectual property the Parties will enter into a separate written agreement covering the relevant aspects of funding and obligations which will be binding on each Party.

## MEMORANDUM OF UNDERSTANDING

- (g) **Other Laws:** In carrying out obligations set out under this MoU, each Party shall comply with all relevant laws, policies, and requirements of the other Party as notified by the other Party from time to time.

### 7. DEFINITIONS

7.1 In this MoU:

The singular includes the plural and vice versa.

**“Confidential Information”** means all information:

- disclosed by the Disclosing Party to the Receiving Party or of which the Receiving Party becomes aware; and
- which is by its nature confidential or is identified as confidential by the Disclosing Party, but does not include information which:
  - is required to be disclosed by law;
  - is in the public domain other than by breach of this MoU; or
  - the Receiving Party has developed or obtained independently of the Disclosing Party.

**“Disclosing Party”** means the Party that is disclosing Confidential Information.

**“Effective Date”** means the date the last Party signs this MoU

**“MoU”** means this memorandum of understanding.

**“Party”** means a Party to this MoU and **“Parties”** has a corresponding meaning.

**“Receiving Party”** means the Party that is receiving Confidential Information.


**“Representative”** means an employee of either Party appointed to act as its representative in relation to this MoU and who will be responsible for identifying any matters that arise between the Parties and the referral of those matters to the appropriate person within the Representative's organisation in accordance with clause 3.

**“Term”** means five (5) years from the Effective Date.

### EXECUTED BY THE PARTIES

Signed for and on behalf of:  
**The Indian Institute of Science Education  
and Research, Tirupati**  
by its duly authorised officer

Signed for and on behalf of:  
**The Faculty of Science,  
The University of Melbourne**  
by its duly authorised officer



Professor Krishna Ganesh, Director



Professor Aleks Owczarek  
Dean

22-08-2019

Date

Date

22/08/2019



निदेशक / Director  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपती  
Indian Institute of Science Education and Research Tirupati  
तिरुपती/Tirupati - 517507, भारत/India.