



**MANIPAL UNIVERSITY  
JAIPUR**

*Established under Act No. 21 of 2011, State of Rajasthan; Recognised w/s 2/f/ UGC Act, 1956*



THE UNIVERSITY OF  
**NEWCASTLE**  
AUSTRALIA

# **Memorandum of Understanding**

**The University of Newcastle**

**and**

**Manipal University Jaipur**

**NEWCASTLE** | **CENTRAL COAST** | **PORT MACQUARIE** | **SINGAPORE**

The University of Newcastle  
Callaghan NSW 2308 Australia

enquirycentre@newcastle.edu.au  
CRICOS Provider Number: 00109J

T +61 2 4921 5000  
www.newcastle.edu.au

## Details

<b>University</b>	<b>The University of Newcastle</b> ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
<b>Academic Institution</b>	<b>Manipal University Jaipur</b> of Dehmi Kalan, Jaipur, Rajasthan India 303007
<b>Commencement Date</b>	1 August 2018
<b>Completion Date</b>	31 December 2021
<b>Objectives</b>	<p>1. Promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programs which relate to:</p> <ul style="list-style-type: none"> <li>(a) Faculty and student exchange on a reciprocal basis;</li> <li>(b) Collaborative research projects; and</li> <li>(c) Faculty and staff development.</li> </ul>
<b>University Responsibilities</b>	Institutional collaboration in Education and Research
<b>Academic Institution Responsibilities</b>	Institutional collaboration in Education and Research
<b>University Representative</b>	<p>Mrs Winnie Eley Deputy Vice Chancellor, International and Advancement Division University Drive, Callaghan New South Wales 2308 Telephone: +61 2 4985 4373 Email: <a href="mailto:winnie.eley@newcastle.edu.au">winnie.eley@newcastle.edu.au</a></p>
<b>Academic Institution Representative</b>	<p>Dr Amit Jain Dehmi Kalan, Off Jaipur Ajmer Expressway, Jaipur 303007 Telephone: +91 141 399 9162 Email: <a href="mailto:amit.jain@jaipur.manipal.edu">amit.jain@jaipur.manipal.edu</a></p>
<b>Special conditions</b>	Nil

# Execution

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:

Signature of authorised person: *[Handwritten Signature]*  
Signature of witness: *[Handwritten Signature]*

Name of authorised person: Winnie Eley  
Name of witness: Sarah Vassallo


Date: 31.7.2018

Executed by an authorised person of **Manipal University Jaipur** in the presence of:

Signature of authorised person: *[Handwritten Signature]*  
Signature of witness: *[Handwritten Signature]*

Name of authorised person: DR. VANDANA SUHAG  
REGISTRAR  
Name of witness: DR. Amit Jain

Date: .....



## **1. Operation of this Memorandum of Understanding**

---

### **1.1 Term**

This Memorandum of Understanding comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

### **1.2 Not binding**

The parties agree that this Memorandum of Understanding only expresses the intention of the parties, and is not binding and does not create any legally enforceable obligations between the parties.

### **1.3 Special conditions**

If the Details of this Memorandum of Understanding set out any special conditions, those conditions are incorporated into and form terms of this Memorandum of Understanding.

## **2. Roles and Responsibilities**

---

### **2.1 Objectives**

- (a) The parties agree to work together to achieve the Objectives by performing their respective responsibilities set out in the Details.
- (b) The parties will be open, honest, cooperative and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

### **2.2 Risk**

- (a) The parties agree to work together to monitor and report on any risks that arise in relation to the Academic Institution Responsibilities, the University Responsibilities and the Objectives.
- (b) Each party is responsible for managing its own risks in relation to the matters arising under this Memorandum of Understanding, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this Memorandum of Understanding.

## **3. Communication and Cooperation**

---

### **3.1 Communication**

The parties agree to regularly liaise with each other about the performance of the Objectives.

### **3.2 Sharing of information**

- (a) The parties agree to share information as reasonably required to achieve the Objectives.
- (b) The parties agree to keep all information in relation to this Memorandum of Understanding confidential.

### 3.3 Resolving Conflicts

The parties agree to attempt to resolve all issues and disputes amicably and to seek mediation where appropriate before seeking to terminate in accordance with clause 5.2.

## 4. Expenses

---

- (a) A party may not commit the other to any cost, expense or obligation without the written consent of that party.
- (b) Each party will be responsible for any cost, expense or obligation necessary to their achievement of the Objectives.

## 5. Other Matters

---

### 5.1 Intellectual Property

- (a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this Memorandum of Understanding.
- (b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
- (c) This Memorandum of Understanding does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

### 5.2 Termination

Either party may terminate this Memorandum of Understanding by giving the other party 5 days written notice.

## 6. Definitions

---

**Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

**Law** means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.

**Materials** means any tangible or intangible thing provided by one party to the other in relation to this Memorandum of Understanding which contains a party's Intellectual Property or confidential information.