



## International Cooperation Memorandum of Understanding (MoU)

### Parties

UQ	IITKGP
The University of Queensland ABN 63 942 912 684	Indian Institute of Technology, Kharagpur

### Key Details

Commencement Date	The date on which the last party signs this MOU
End Date	Five years after the Commencement Date

UQ	IITKGP
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#### Representative

Name	Dr Jessica Gallagher	Prof. Anandaroop Bhattacharya
Position	Pro-Vice-Chancellor (Global Engagement & Entrepreneurship)	Associate Dean, International Relations & Ranking
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#### Notices

Name	Dr Jessica Gallagher	Prof. Anandaroop Bhattacharya
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Signed on behalf of UQ by an authorised representative:

Signed on behalf of IITKGP by an authorised representative:

#### Signature

Name	Mr Rongyu Li	Name	Prof. Virendra Kumar Tewari
Title	Vice-President (External Engagement)	Title	Director
Date	<u>7.6.2021</u>	Date	<u>06-APR-2021</u>

### Background

- UQ and IITKGP are leading educational institutions.
- The parties wish to discuss opportunities for co-operation and collaboration in areas of mutual interest on the terms set out in this MoU

## Terms

### 1 Intention to co-operate and collaborate

The parties agree to discuss opportunities for co-operation and collaboration in areas of mutual interest, as set out in this MoU.

### 2 Areas of mutual interest

The parties wish to have further discussions about areas of mutual interest, which may include:

- (a) Articulation pathways between the institutions;
- (b) Joint/Double Masters programmes;
- (c) Mobility between institutions by research and technical staff, and by higher degree research students;
- (d) Joint organisation of conferences, seminars or other academic meetings;
- (e) Collaborative publications; and
- (f) Other collaborative activities as agreed to by the parties.

### 3 Sharing of information

Each party will provide the other party with relevant and up-to-date materials in relation to areas of mutual interest, including applicable policies and procedures, course materials and promotional materials.

### 4 Conduct of discussions

#### 4.1 Nature of discussions

The parties will engage in amicable, full and frank discussions in relation to areas of mutual interest.

#### 4.2 Representatives

Each party will appoint at least one designated representative to facilitate discussions with the other party. The parties' representatives at the date of this MoU are set out in the Key Details.

#### 4.3 Compliance with law

Each party will comply with all applicable laws, and its own rules, internal policies and procedures during any discussions.

#### 4.4 Advice and approvals

A party may obtain relevant professional advice and internal approvals in relation to topics discussed.

### 5 Further documentation

The parties will execute one or more separate agreements if they decide to collaborate in relation to an area of mutual interest.

### 6 Publicity

Neither party may publish or distribute any public statement or marketing or publicity material that refers to the other party without the prior written approval of the other party.

### 7 Non-exclusive

This MoU is non-exclusive and the parties may enter into agreements or MoUs with other parties covering collaboration on activities within the scope of this MoU.

### 8 Confidential information

Each party agrees not to use confidential information provided by the other party other than for the purpose of performing their obligations under this MoU or disclose such information except:

- (a) where the relevant information is publicly available (other than as a result of a breach of this MoU);
- (b) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this MoU;
- (c) to its officers, employees, agents, contractors, legal and other advisers and auditors;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or

- (e) any disclosure the disclosing party reasonably believes is required by any law, securities exchange or rating agency.

Each party consents to disclosures made in accordance with this clause. This clause survives termination of this MoU.

## **9 Representations and warranties**

Each party represents and warrants that, as at the date of this MoU:

- (a) it has the necessary power to enter into this MoU, and to perform its obligations and exercise its rights under this MoU
- (b) it is authorised to operate under the law of its jurisdiction;
- (c) it is in material compliance with all applicable laws, regulations, policies and standards, including anti-corruption laws; and
- (d) it will not, and will ensure that its personnel do not, engage with any persons, companies or other entities subject to applicable international or other sanction lists.

## **10 Anti-discrimination**

The parties must comply with and observe the principles of anti-discrimination. The parties must act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law.

## **11 Term and termination**

### **11.1 Term**

This MoU commences on the Commencement Date set out in the Details and continues until the End Date ("Term"). If a party wishes to discuss extending the Term of the MoU, it will notify the other party at least six months before the expiry of the Term and then the parties will engage in discussions to reach mutual and beneficial agreement as to any extension.

### **11.2 Termination**

Either party may terminate this MoU at any time upon six months' prior written notice to the other party. Termination of this MoU does not affect any separate agreements between the parties.

## **12 General**

### **12.1 Notices**

A notice from one party to the other must be signed by the party giving the notice and hand delivered, sent by prepaid post or electronic mail to the person referred to in the Key Details.

### **12.2 Dealing with interests**

Neither party may assign, novate, or otherwise deal with its rights or obligations under this MoU or allow any interest in them to arise or be varied without the consent of the other party, which consent must not be unreasonably withheld.

### **12.3 Variation and waiver**

A provision of this MoU, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

### **12.4 Counterparts**

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

### **12.5 Entire agreement**

This MoU constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **12.6 Translation**

The parties agree that any translation of this MoU is for convenience only and that the English language version is the only document with legal effect.

## **13 Governing law**

If a dispute arises under this MoU, the parties agree to use all reasonable endeavours to settle the dispute as soon as possible through the Responsible Officers. If the parties cannot resolve the dispute through the Responsible Officers within a reasonable time, they agree that the courts of the jurisdiction where the events giving rise to the dispute took

place, may hear the dispute, and if so the parties agree that the laws of that jurisdiction apply to this contract, the dispute and the court proceedings.