Southern Cross University

# MEMORANDUM OF UNDERSTANDING

| SCHEDULE | |
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| **Part A. PARTIES TO THE MEMORANDUM AND CONTACT DETAILS** | |
| **Parties** | |
| **The University** | Southern Cross University, a body corporate incorporated under the *Southern Cross University Act* 1993 |
| ABN<br>Address<br>Authorised Officer<br>Telephone<br>Email | 41 995 651 524<br>Military Road, EAST LISMORE, 2480, NSW, AUSTRALIA<br>Subhi Pradhan<br>+977 981 893 6975<br>Subhi.pradhan@scu.edu.au |
| **Organisation** | PP Savani University |
| ABN<br>Address<br>Authorised Officer<br>Telephone<br>Email | Not Applicable<br>NH48, GETCO, Near Biltech, Dhamdod Village, Mangrol, Kosamba, Surat 394125<br>Dr. Parag Sanghani<br>+919512035619<br>parag@ppsu.ac.in |
| **Part B. DETAILS** | |
| **Item 1: Commencement Date** | 1 September 2024 |
| **Item 2: Termination Date** | 1 September 2029 |
| **Item 3: Purpose** | This MOU aims to foster a strategic alliance that will facilitate joint research projects, knowledge exchange, and academic articulation. |

**RECITALS**

This Memorandum of Understanding ("**Memorandum**") establishes the foundation for a co-operative and productive relationship between the Parties.

## 1. Objectives

The Purpose of this Memorandum is to promote cooperation in the teaching learning and research activities of the Parties and any other specific purposes set out in item 3 of the Schedule.

## 2. Principles

The following principles underpin what the parties seek to achieve in entering into this Memorandum:

(a) strengthened lines of communication, including improving mechanisms to facilitate exchanges of ideas and information of mutual interest to the parties; and

(b) identifying and promoting potential opportunities for collaborative effort between the parties (including with the involvement of third parties).

## 3. Specific Activities

If the parties (either alone or with other persons) ultimately agree to undertake a particular project or initiative, then the terms and conditions of that project or initiative shall be the subject of a formal agreement or other instrument between the parties (and, if applicable, including any third parties) as negotiated by the parties.

## 4. Implementation

### 4.1 Steering Committee

(a) Soon after signing this Memorandum, the parties may establish a steering committee which will operate according to terms of reference to be agreed between the parties, applying the following principles:

(i) each party will be entitled to appoint an equal number of representatives;

(ii) the steering group will elect a chair for a specified term, which shall rotate between the parties;

(iii) the parties are to appoint representatives who are key stakeholders and will be in a position to contribute to and implement any strategic directions agreed between the parties; and

(iv) the steering committee may establish sub-groups and working parties to identify, develop or plan any specific projects or initiatives.

(b) The parties will develop more detailed meeting procedures between the parties when the steering group is implemented.

### 4.2 Status of this document

This Memorandum does not create any legally binding relationship between the parties, or confer any legal rights or impose any legal obligations on either of them.

4.3 Non-disclosure agreements

If, in order to explore the feasibility of any particular project or other initiative, the parties need to exchange or share any information that is confidential, then the parties will enter into appropriate non-disclosure agreements to protect the confidentiality and integrity of that information.

## 5. Term of this Memorandum

5.1 Commencement and Term

This Memorandum shall commence on the commencement date specified in item 1 of the Schedule and shall continue until the termination date specified in item 2 of the Schedule unless terminated early in accordance with clause 5.2.

5.2 Early termination

Either party can decide, at any time before the end of that period, to end this Memorandum by notifying the other party with 30 days written notice in advance.

## 6. Media and Publicity

Any public or announcements or statements (including to the media) about any of the matters dealt with in this Memorandum will first be agreed between the parties before their release or publication.

## 7. Amendments

Amendments or changes to this Memorandum shall be made in writing and signed by the duly authorised representatives of the Parties

## 8. Counterparts

This Memorandum may be signed in counterparts. All counterparts when taken together constitute one instrument.

## 9. Delivery and time of receipt (Exchange of Agreement)

A party may deliver an executed copy of the Memorandum to the other party by scanned copy to the email address of the other party's representative. The time of receipt of the scanned copy of this Memorandum is the time when the scanned copy becomes capable of being retrieved by the other party's representative.

## 10. Notices

All notices must be in writing and delivered in person, by registered mail, by facsimile or by electronic mail. Notices are to be given to the other Party's Authorised Officer at their contact details specified in the Details or such other address as the other Party may specify in writing from time to time.

## 11. Versions

In the event that there are two version of this Memorandum of Understanding, one in English and one in the language of the country of the Organisation:

(a) the Organisation confirms that the English version is a true and correct translation of the version in the language of the country of the Organisation; and

(b) the Parties agree that if there is a discrepancy between the meanings in the English version and the other version, the English version will prevail.

## 12. Interpretations

**Parties** means the University and the Organisation whose details are specified in Part A of the Schedule.

**Schedule** means the document at the front of this Memorandum containing the Parties' details (Part A) and the Memorandum Details (Part B).

**THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING ARE ACCEPTED AND AGREED TO BY THE PARTIES UPON SIGNATURE OF THE UNIVERSITY AND THE ORGANISATION'S AUTHORISED REPRESENTATIVE.**

| Signed for and on behalf of Southern Cross University by its duly Authorised Representative: | Signed for and on behalf of PP Savani University by its duly Authorised Representative: |
|---|---|
| Signature Damon Ferris | Signature |
| Position: Executive Director, Global | Position: Provost |
| Date: 26th August, 2024 | Date: 30/11/24 |

PP SAVANI UNIVERSITY SURAT