

## COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

(Abstract)

MoU between the University and various Organisations/Institutions - Rules/Guidelines framed by the Internal Quality Assurance Cell - Approved by the Syndicate - Communicated - Orders issued.

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### Planning(UGC)

No.CUSAT/PL(UGC).A2/4518/2021

Dated,KOCHI-22,11.12.2021

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Read:-1. UO No. CUSAT/PL(UGC).A2/685/2021 dated 12.02.2021

2. UO No. CUSAT/IQAC.A1/1414/2021 dated 26.03.2021

3. The general rules applicable to MoU's for Academic and Industrial Collaborations submitted by the Director, Internal Quality Assurance Cell

4. Short minutes of the agenda item no. 23 of the 692nd meeting of the Syndicate held on 30.11.2021

### ORDER

The Syndicate resolved to entrust the matter of framing draft guidelines for entering into MoUs with IQAC, and a committee was constituted for the purpose, vide UOs read at (1) & (2) above respectively.

The Syndicate, vide paper read at (4) above, considered along with the recommendations of the Standing Committees of the Syndicate on Staff & Establishment, Finance & Purchase and Academic Matters, the draft of the general rules for entering into an MoU by the University, and, resolved to approve the general rules for entering into an MoU by the University (Appended).

Orders are therefore issued communicating the resolution of the Syndicate.

**Dr. Meera V \***  
**Registrar**

To:

- i. The Heads of all Departments/ Schools/ Centres/ Colleges etc.
- ii. The Joint Director, KSAD
- iii. The Director, IQAC / PR&P/ AA/ IR
- iv. All Joint Registrars/ Deputy Registrars/ Assistant Registrars
- v. Pl.B/ Conference Sections/ Statistical Officer/ DEAS cell
- vi. PS to VC/PS to PVC/PA to Registrar/PA to FO/PA to CE
- vii. Stock file/File Copy

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## **APPENDIX**

### ***THE GENERAL RULES APPLICABLE TO MOU'S FOR ACADEMIC AND INDUSTRIAL COLLABORATIONS***

The Cochin University of Science and Technology is striving hard in bringing academic excellence in the country. In this direction, the University has already been strengthened number of collaborative tie ups with several other renowned Universities within India and abroad. In order to extend this venture, the University is intending to establish academic and industrial tie ups with institutes of excellence and industries across the globe. In this regard, the university need a common guidelines or frame work for collaboration with other esteemed institutes having significant standards to that of the university or to that of a national level institute.

#### **1. Purpose**

An MoU can be entered on behalf of the University for any of the following purposes:

- a) Students' Capacity Enhancement Activities
- b) Teachers' Capacity Enhancement Activities
- c) Researchers' Capacity Enhancement Activities
- d) Infrastructure Capacity Enhancement Activities

Provided such academic or industrial collaborations should go in hand in hand with the established purposes of various teaching and other departments of Cochin University of Science and Technology.

#### **2. Eligible Institutions**

MoU's can be entered on behalf of the University with the following institutes/ industries/ NGO's subject to recommendations by the IQAC regarding the status/recognition/reputation of the institute/industry under application.

- a) Government and / Public Sector Undertakings /Government Aided Institutions and Industries

- b) Private Institutions or Industries, and NGO's of reputation with significant and notable achievements
- c) Overseas Institutions, in accordance with relevant UGC and other official guidelines

### **3. Contents of the MoU**

All the MoU' entered on behalf of the University should follow a uniform format (the format is annexed with this guidelines). However in specific cases the appropriate authority of the University can modify the content based on the nature of collaboration after verification of the submitted facts and documents to the satisfaction of the University.

Every such MoU's should contain the following among other things:

- Objectives of the Collaboration
- Areas of Collaboration
- Obligations of the Parties
- Coordination of Activities
- Duration
- Confidentiality Clause
- Dispute Resolution
- Sharing of IPR
- Termination of MoU
- Force Majeure Clause

### **4. Step by Step Process**

- a) The Departments interested in entering into MoU's should submit a proposal along with a draft MoU to the University with a recommendation by the Department Council.
- b) On receipt of the proposal by the concerned section in the University, it shall be forwarded to IQAC for verification. The IQAC Core Committee shall verify the merits of such academic or industrial collaboration and forward the proposal with a note of recommendation /rejections/ modification to the concerned section for further steps stating the reasons if any for rejection. The concerned section shall forward the proposal to the Legal Section for legal scrutiny.

- c) The recommended proposals, can be proceeded further to the concerned department for negotiation with other party.
- d) After receiving recommendation from the legal section, the concerned section shall forward the MoU along with recommendations of the IQAC and Legal Section, to the Syndicate for approval. On receipt of approval of the Syndicate, the concerned department shall prepare the approved MoU in stamp paper.
- e) The Registrar of the University and the authorised signatory of the other party shall sign the MoU on behalf of the respective parties.

## **5. Operation and Force of MoU**

Valid up to the date of expiry of the MoU stipulated in the signed document. Further extension can be recommended on verification of the achievements of the university resulted due to the collaboration.

## **6. Termination of MoU**

An MoU can be terminated by the University, if the continuance of such MoU will adversely affect the interest of University or not satisfying the agreed terms and conditions included in the said MoU.

**Note:** *The model format of MoU given in Annexure can be used by the departments.*

-Sd-

**DIRECTOR**

**INTERNAL QUALITY ASSURANCE CELL (IQAC)**

## MEMORANDUM OF UNDERSTANDING (MOU)

### For Institutional Collaboration between



**COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, KERALA, INDIA**

**and**

**XXXXX**

This Memorandum of Understanding (“MOU”) made on this ..... day of ....., ..... between **Cochin University of Science and Technology, Kerala, India** (Hereinafter referred to as “**CUSAT**”) and **XXXXX** (Hereinafter referred to as “**YYYY**”) by mutual consent. The **CUSAT** and **YYYY**, collectively referred to as the “parties”.

Whereas **CUSAT** is one of the premier government-owned autonomous Universities in the country providing various degrees in the field of science, technology, humanities and social science subjects at graduate, post graduate and doctoral levels.

Whereas **YYYY**.....

### **GENERAL TERMS OF MOU**

#### **1. Objective:**

The objective of this MOU is to express the willingness of both parties to engage in an effort to develop academic collaboration between both parties and facilitate student exchange; faculty exchange for teaching and research; collaborative research and publication; organizing joint training programmes, conference, seminars, symposia, and workshops; and developing other mutually beneficial programs. (Add/delete the items based on the specific agreement)

## **2. Areas of Collaboration:**

Subject to the availability of manpower and other facilities, the parties hereby agree to extend their cooperation on the following activities: (List out the agreed activities)

## **3. Technical and other Assistance:**

For the successful implementation of the agreed activities, the parties hereby agree to share the following technical and other assistance: (List out the details of technical and other assistance providing by each parties)

## **4. General Obligation:**

- a) Each Party hereby agrees to obtain prior permissions which are necessary for carrying out their respective part of the activities mentioned in this MOU from the concerned authorities.
- b) The Parties also agrees to carry out their respective part in good faith and in accordance with the laws and regulations in force for the time being.

## **5. Profits and Loss:**

In case of any profit/loss arises from the collaboration between the parties as per this MOU, generally it should be equitably shared. (In case of change add here)

## **6. Coordination:**

In order to carry out and achieve the objectives of this MOU, each parties will appoint an appropriate person to represent them and to coordinate the agreed activities.

## **7. Confidentiality:**

Each Parties hereby agrees that the contents of this MOU and the details of various negotiations for the purpose of implementation of activities mentioned in this MOU remain strictly confidential. Each Party hereby undertakes not to disclose the same to any third Party, except after obtaining written consent from the other party.

## **8. Intellectual Property Rights:**

The Parties hereby agrees that, in case of any collaborative research activities under this MOU result in any form of intellectual property, the same will be vested with the CUSAT.

(In case of any change do add)

## **9. Validity:**

This MOU will be valid initially for a period of ..... and the validity can be further extended by mutual agreement between the parties for the expiry of its validity.

## **10. Modification/Amendments**

The Parties can at any time modify/amend the terms of this MOU, on mutual consent by a written agreement signed by the authorised representatives of each parties.

## **11. Termination of MOU**

- a) This MOU may be terminated by Parties, upon prior notice given to the other in writing not less than three months before the intended date of termination.
- b) In case of a breach by one of the parties, the other party may terminate the MOU with immediate effect. However a notice to that effect should be served to the other parties.
- c) In case of termination, both parties should ensure that, such termination should not adversely affect the interest of parties (Do add any conditions if necessary)

## 12. Disputes/Differences:

In case of any dispute/differences arise in relation to the terms and conditions of this MOU, the parties should resolve the same through mutual negotiations and any litigation based on such disputes are subject to the jurisdiction of competent Courts at Ernakulam District.

## 13. Force Majeure

Neither Party shall be liable to the other Party in respect of any loss caused to such party on account of circumstances beyond the control of such party.

In agreement with the above terms of collaboration, the Parties have caused this MOU to be executed through their authorised representatives mentioned below on the ..... day of .....

(Official Seal)

Signed for and on behalf of  
**Cochin University of Science and  
Technology** by:

(Official Seal)

Signed for and on behalf of **XXXXXX** by:

**Name:**

**Position:**

**Date:**

**In the presence of (Witness)**

**1. A,**

Official Address .....Sd/-

**Name:**

**Position:**

**Date:**

**2. B**

Official Address .....Sd/-



## COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

(Abstract)

Additional Guidelines for the approval of MoU's in the University - Recommendations of the IQAC Core Committee - Resolution of the Syndicate - Communicated- Orders Issued.

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### Planning(UGC)

No.CUSAT/PL(UGC).A2/3850/2024

Dated,KOCHI-22,10.09.2024

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- Read:-1. UO No. CUSAT/PL(UGC).A2/4518/2021 dated 11.12.2021  
2. Minutes of the meeting of the IQAC Core Committee held on 13.06.2024  
3. Item No. 25 of the 726th meeting of the Syndicate held on 20.07.2024

### ORDER

The Syndicate of the University resolved to approve the general rules for entering into an MoU by the University that was framed by a committee constituted for the purpose, vide paper read at (1) above. In order to decimate the steps involved in signing an MoU, the Director, IQAC submitted additional guidelines for signing an MoU, which was approved by the IQAC Core Committee vide paper read at (2) above. As per orders of the Vice Chancellor, the additional guidelines prepared was placed before the Syndicate.

The Syndicate considered along with the recommendations of the Standing Committees of the Syndicate on Staff & Establishment, Finance & Purchase and Academic Matters, the proposal for implementing the additional Guidelines for signing the MoU submitted by the Director, IQAC and to approve the additional guidelines with modification as Appended.

Orders, are therefore issued communicating the resolution of the Syndicate.

**Dr. Arun A U \***  
**Registrar**

To:

1. The Heads of all Departments/ Schools/ Centers
2. The Director, IQAC/ OIR
3. The Joint Director, KSAD
4. All Joint Registrars/ Deputy Registrars/ Assistant Registrars
5. CIRM Webmaster/ Academic - A/PL. A, B & C Sections/ OIR
6. PS to VC/ PS to PVC/ PA to Registrar/ PA to FO/ PA to CE
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**ADDITIONAL GUIDELINES FOR MOU APPROVAL**

The Cochin University of Science and Technology, vide UO No.CUSAT/PL(UGC).A2/4518/2021 dated 11.12.2021 has issued common guidelines and format for signing MOUs with renowned Institutions within India and abroad. Now these guidelines are appended with additional guidelines to give more clarity on the workflow followed for MOU approval process.

1. The MOU should be recommended and forwarded by the HOD to Registrar through FFMS with relevant DC minutes recommending the signing of the MOU. Wherever possible, the MOU should in the approved format of CUSAT (annexed with UO No.CUSAT/PL(UGC).A2/4518/2021). Incase the counterparty has a format which can't be changed, effort should be made by the proposer to reflect the content of approved MOU format of CUSAT under various heads of the MOU format of the counter party. A one page note explaining the purpose and benefits of the MOU should be attached with the application. A progress report is mandatory if it the proposal is for extension of an existing MOU.
2. The registrar will forward the MOU application received from the HOD to the concerned section as below
  - All International MOUs --- Directorate of International Relations
  - All other MOUs with Institutions in India--- Planning Section

This assigned section, referred to as originating section,will verify

- Whether the application for MOU is recommended and forwarded by HOD
  - Whether relevant DC Minutes are attached
  - Whether one page note explaining the purpose and benefits of MOU is attached
  - Whether progress report is attached ( only if it is an extension of a running MOU)
3. If the originating section finds the MOU application complete with respect to the checklist above, it will forward the MOU application to IQAC for further processing
  4. IQAC core committee will evaluate the MOU application. The HOD / Proposer of the MOU will also be invited for discussion. The IQAC core committee will study the

application with respect to its Objectives, Areas of Collaboration, Obligations of the Parties, Sharing of IPR , Financial commitments etc. and will recommend one of the following

- Recommended without modification for signing at University Level
  - Recommended with modification for signing at University Level
  - Recommended without modification for signing at Department Level
  - Recommended with modification for signing at Department Level
  - Not recommended / returned for resubmission
5. IQAC will communicate the decision regarding the recommendation back to the originating section with a copy of its approved minutes.
  6. For MoU recommended to be signed at the Department level by the IQAC Core Committee, decision on signing the MoU be taken by the Vice Chancellor. The originating section will inform the HOD accordingly and, if permitted, the Department may proceed with signing of the MoU incorporating the modifications suggested, if any by IQAC.
  7. For MOU applications recommended for signing at University Level, the process will be as follows. If modifications are suggested, the section will communicate them to the concerned HOD. The HOD should incorporate the modifications and send the application back to the section at the earliest. MOU applications recommended for signing at University Level without any modification and applications received back after incorporating suggested modifications will be sent for legal scrutiny by the section. On receipt of the legal opinion, the application will be put up for syndicate approval. In case of emergency, the Vice Chancellor can approve the MOU application subject to ratification by syndicate. The decision of the Syndicate / VC, will be informed to the HOD by the section. If the MOU application is approved for signing, the HOD / proposer should arrange to get the MOU signed by the registrar and the representative of the counter party.
  8. If the MOU is pertaining to major academic collaboration like joint degree programmes, credit transfer, recognition of the centre etc. the approval of Academic Council is necessary. In such cases, IQAC should mention it clearly in its minutes and the originating section should forward the application to Academic Section for further processing and presentation in the Academic Council. The MOU will be cleared for signing only after obtaining the approval of the academic council and syndicate or

special sanction by the VC subject to ratification by these bodies. The Academic section will be responsible for necessary processing and further communication to the parties in such cases.

9. In the case of MOUs signed at the University level, the original MOU should be handed over to the university. In the case of MOUs signed at department level, a copy of the signed MOU should be forwarded to the university by the HOD after the signing is completed.
10. The originating sections should keep a register of the MOUs processed by them. The section should update the details of the signed MOUs in the CUSAT web site regularly taking help from CIRM