

**Memorandum of Understanding**  
**Between**  
**The Institute of Analytics (IoA)**  
**And**  
**Cochin University of Science and Technology**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MoU”) is made this 19<sup>th</sup> day of December 2023.

Between the following Parties:

IoA - Institute of Analytics, 167-169 Great Portland Street, 5<sup>th</sup> Floor London, London, W1W 5PF, United Kingdom (hereinafter referred to as “IoA”);

And

Cochin University of Science and Technology, 26/226, University Road, South Kalamassery, Kalamassery, Kochi, Kerala 682022, India (hereinafter referred to as “CUSAT”).

IoA and CUSAT shall be referred to collectively as “Parties” and individually as a “Party”

**WHEREAS:**

- A. The Institute of Analytics (IoA) is the trading name of The Society of Analytics, the Professional Body for Analytics and Data Science Professionals globally. IoA is a not-for-profit organisation that exists to promote greater awareness, understanding and innovation in Analytics. IoA is fully supported in their mission by leading organisations in the sector. The Institute of Analytics provides members with the opportunity to network with other professionals in the industry, to learn about career development opportunities, to share knowledge and expertise, to access Continuous Professional Development programmes and to carry the official designation of Membership.
- B. Cochin University of Science and Technology is a premier Science and Technology University in India that promotes Graduate and Post Graduate studies and Advanced Research in Applied Sciences, Technology, Industry, Commerce, Management and Social Sciences.
- C. The IoA is represented in India by ISDC Projects India Private Limited, No 10/1, 4th floor, Lakshmi narayana Complex Vasanthnagar, Bangalore, Karnataka 560052, India (hereinafter referred to as “ISDC”) and will support the IoA in fulfilling its responsibilities and agreements as set out in this MoU.

- D. The Parties share common and strong interests in advancement of education and holistic learning and affording the opportunity for individuals of ability to pursue globally relevant skills to enhance their future career prospects and ultimately to maintain and develop the profession and the wider economy.
- E. IoA and CUSAT recognise that joint collaboration and efforts in exploring opportunities and establishing a cooperative relationship would benefit the Parties and students pursuing qualifications/designations.
- F. This MoU sets out below the general framework and intentions of the Parties for collaboration for facilitation of further definitive agreement(s).
- G. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

**NOW IT IS HEREBY UNDERSTOOD** as follows:

**1. Purpose of this MoU**

- 1.1 The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements.
- 1.2 IoA and CUSAT will endeavour to assist and support each other in the functioning of this MoU to mutually benefit the Parties, such as to, among others:
  - a) Promote IoA Accredited Programmes & Courses, the IoA Designation/Membership, the IoA Analyst Competency Framework and the IoA Code of Ethics & Practices at the campus of CUSAT to their students (current and prospective).
  - b) Collaborate with each other to develop specific programmes that create opportunities for students to achieve IoA Membership. Such collaborations shall be agreed by the Parties and form part of further agreements.

- c) Disseminating information in collaboration with each other, to students, about the analytics & data science profession and the opportunities available to analytics & data professionals, joint seminars, conferences, common research projects and publications on IoA and the analytics & data science profession, whilst other forms of co-operation may be arranged by the Parties during the period of this agreement exchanging, by mutual agreement, academic and examination materials to facilitate teaching and training and preparing students for IoA Membership.
- d) Bring together mutual networks of employers to maximise placement opportunities for IoA Student Members.
- e) Encourage research by providing a platform to disseminate new knowledge through public engagement.
- f) Promote this collaboration across the Parties' global networks. The scope and content of the promotional activities shall be discussed and mutually agreed by the Parties; and
- g) Undertake any other activities that shall be mutually identified and agreed by both Parties at a later stage.

1.3 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

## **2. Responsibilities and agreements of the Parties**

### **2.1 *General responsibilities of the Parties:***

- a) The Parties shall use their respective best endeavours to promote and implement the collaboration to the best advantage of the Parties.
- b) The Parties agree that the collaboration shall be undertaken and carried out by the Parties in such manner as may be deemed necessary and appropriate in the circumstances and as the Parties may agree upon.

- c) The Parties shall where feasible utilise their existing and mutual relationships globally and nationally to support further relationships and associations for the benefit of both Parties.

## **2.2 *Responsibilities and agreements of IoA***

IoA shall, with regard to its obligations in respect of the collaboration, offer the following opportunities to CUSAT:

- a) providing support to CUSAT - faculty and lecturers with relevant train-the-trainer events and support from IoA learning and content partners.
- b) update CUSAT - on IoA research and insights programme and initiatives, including funding opportunities for projects that would be of relevance and interest to the industry, and of beneficial to both Parties;
- c) Contributing articles or case studies to be published in IoA publications on an annual basis.

## **2.3 *Responsibilities and agreements of CUSAT***

CUSAT shall, with regard to its obligations in respect of the Programmes, be responsible for:

- a) Providing platforms for IoA to promote IoA-accredited Programmes & Courses, Memberships, the IoA Analyst Competency Framework and the IoA Code of Ethics & Practices.
- b) Promoting Institute of Analytics as its professional analytics partner of choice.
- c) Consider the necessary requirements to promote and / or deliver IoA-based programmes at their campuses.
- d) Saring business intelligence and networks with IoA for both Parties' mutual benefit.

### **3. Costs**

Neither Party shall have any financial obligations under this MoU.

CUSAT students who choose to join the IoA as a Student Member will be responsible for the costs of IoA Membership.

### **4. Confidentiality**

The Parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third Parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority duty.

### **5. Validity and Renewal of the MoU**

5.1 This MoU is valid and shall remain in effect for three (3) years from the date of this MoU and may be renewed upon the mutual agreement of the Parties, such renewal to be expressly agreed in writing by both Parties before the end of the initial three (3) year period.

5.2 Either Party may terminate this MoU by giving three (3) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoU, the obligations of the Parties in any definitive agreement that is negotiated and executed in accordance with as a legally binding contract shall survive and remain binding on the Parties in accordance with the terms of that agreement.

### **6. Notices**

Any notice or communication between the Parties shall be delivered to the address or emailed to the following:

## IoA

Address: IoA – The Institute of Analytics  
167-169 Great Portland Street  
5<sup>th</sup> Floor London, London  
W1W 5PF, United Kingdom

## CUSAT

Address: Administrative Office - CUSAT  
26/226, University Road  
South Kalamassery, Kalamassery  
Kochi, Kerala 682022, India

## 7. Anti-bribery measures

- 7.1 The Parties warrant and undertake to each other that they shall:
- 7.1.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 ("the Act") and applicable laws in India;
  - 7.1.2 Comply with each Party's anti-bribery and gifts & hospitality policies as may be amended from time to time. IoA's policy will be provided to the Party on written request;
  - 7.1.3 procure that any person who performs or has performed services for or on his behalf ("Associated Person" within the meaning of the Act) in connection with this MOU complies with this part 7;
  - 7.1.4 from time to time, at the reasonable request of either Party, confirm in writing that he has complied with the undertakings contained in this Part 7 and will provide any information reasonably requested by the Party in support of such compliance; and
  - 7.1.5 Notify each other, as soon as practicable, of any breach of any of the undertakings contained within this Part 7 of which it becomes aware.
- 7.2 Breach of this part 7 shall be deemed to be a material breach and either Party may terminate the MOU by written notice immediately.

**8. Variation**

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

**9. Name and Logo**

Neither Party shall use, nor permit any person or entity to use the name nor logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

**10. Intellectual Property Rights**

Both Parties agree that:

- 10.1 each Party shall be the sole and exclusive owner of its own Intellectual Property in relation to the collaborative activities, unless otherwise agreed by the Parties in writing. Nothing in this Agreement shall give either Party any right, title and interest in the other Party's Intellectual Property.
- 10.2 they will provide the other Party with royalty-free use of any materials created solely by them to support the collaboration in line with this MoU.
- 10.3 they will use any materials supplied by the other Party in connection with this MoU, only for the purposes of this collaboration.
- 10.4 during the course of performing the collaborative activities or any other duties as contemplated by this MoU, any Party creates, invents, or discovers (or have created, invented or discovered) any Intellectual Property of any nature arising out of the performance of this MoU, such Intellectual Property shall belong solely to the Party creating it.
- 10.5 where any Intellectual Property is developed jointly by the Parties in connection with the collaboration, it shall belong to and be vested in both Parties jointly, and shall require the consent of both Parties in writing for any use other than in connection with the collaborative activities.



## **11. Data Protection**

- 11.1 comply with all applicable laws and regulations in relation to any personal data and with all policies and requirements reasonably required from time to time.
- 11.2 acknowledge that personal data will be shared between the Parties in connection with this MoU. Both Parties agree to enter into a Data Sharing Agreement to ensure that both Parties meet all their obligations under Data Protection Laws.

## **12. Force Majeure**

Neither the IoA nor the CUSAT shall be liable for any event arising by reason of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or seriously adverse weather conditions or any other occurrence beyond its reasonable control, provided that the Party affected by the event makes all reasonable efforts to minimise any loss or disruption to the other Party. In such circumstances, the right to terminate the MoU immediately shall be reserved by both Parties if the event occurs for more than 60 days.

## **13. Equality and Diversity**

The Parties shall ensure that all its activities shall comply fully with the spirit of the IoA's policy on Equality, Diversity and Human Rights.

## **14. Non-Binding Nature of the MoU**

The Parties acknowledge and accept that:

- 14.1 This MoU shall not constitute any partnership between the Parties.
- 14.2 Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties, except for clauses 4 (Confidentiality), 7 (Anti-bribery), 10 (Intellectual Property) and 11 (Data Protection). The Parties shall not be legally bound until unless a definitive agreement has been negotiated and duly executed.

**15. Mutual Cooperation and Relationship**

15.1 The Parties realise that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realise their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of good faith, equity, fairness, close cooperation, mutual assistance and if any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

15.2 The Parties understand that their reputations are of critical importance and undertake not to take any action, in relation to this MoU or otherwise, which might damage the reputation of the other Party.

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**IN WITNESS WHEREOF IoA and CUSAT** - hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY  
For and on behalf of

**IoA - Institute of Analytics**

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SIGNED BY

Dr. Meera. 

**Dr. MEERA V.**  
Registrar

For and on behalf of **Cochin University of  
Science and Technology**  
Kochi - 682 022, Kerala



**Cochin University of Science and Technology**

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