

**JAMES COOK  
UNIVERSITY**  
**AUSTRALIA**

**JAMES COOK UNIVERSITY**  
ABN 46 253 211 955



**Cochin University of Science and Technology**

Re-accredited by NAAC with 'A+' Grade

കൊച്ചി ശാസ്ത്ര സാങ്കേതിക സർവ്വകലാശാല

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**MEMORANDUM OF UNDERSTANDING**

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**THIS MEMORANDUM OF UNDERSTANDING** is made on the 31<sup>st</sup> day of January 2024

**BETWEEN:**

**JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate established under the *James Cook University Act 1997* of Townsville in the State of Queensland  
("JCU")

and

**COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY**, a premier autonomous University in India, established under Cochin University of Science and Technology act 1986 and represented by Dr. Meera V, Registrar, CUSAT.  
("CUSAT")

## **1. STATUS OF THIS MEMORANDUM OF UNDERSTANDING**

- 1.1 The parties do not intend that this Memorandum of Understanding ("**MOU**") will be in any way binding. This MOU serves only as a record of the separate intentions of the parties.
- 1.2 This MOU may form the basis for the preparation of formal contracts between the parties, however the parties do not intend to enter into any legal relationship unless and until such formal contracts are executed.

## **2. GOAL OF THIS MEMORANDUM OF UNDERSTANDING**

The ways and means through which the parties shall accomplish this goal of co-operation shall include:

- Exchange of Researchers
- Exchange of Faculty
- Exchange of Students
- Transfer of Students
- Exchange of Scholarly and pedagogical materials with appropriate permission

from either party concerned

- Joint Research
- Technical Assistants and / or Training
- Curricula development
- Twinning, joint and dual degree programs
- Other co-operative efforts as may be specified later



### **3. CO-ORDINATION AND MANAGEMENT**

- 3.1 There is opportunity for flexibility in the actual nature and direction of the relationship, which will be agreed during future regular meetings between relevant representatives of JCU and CUSAT
- 3.2 At least 2 representatives, one from each of JCU and CUSAT shall meet within one month of the commencement of this MOU and thereafter no less frequently than every 6 months. The purpose of such meetings shall be to discuss areas of opportunity, agree areas of interest to be taken forward in the next period, and formalise suitable mechanisms and term of agreements.
- 3.3 The parties shall use best endeavours to:
- (a) Provide complete, accurate and meaningful information in a timely manner;
  - (b) Give reasonable time to make key decisions; and
  - (c) Alert the other to potential risks and issues as those issues arise.

### **4. TERM AND TERMINATION**

- 4.1 This MOU shall commence on the date this document is executed by the parties and shall remain in force for a period of 3 years. The MOU may be extended by mutual agreement in writing signed by each party.
- 4.2 Either party may terminate the MOU by the giving of 30 days written notice to the other party.

### **5. PROMOTIONAL MATERIAL**

- 5.1 All promotional material used by either party relating to this MOU must be submitted to the authorised representative of the other party for approval in writing prior to publication or use.
- 5.2 The authorised representatives for approval are set out below:
- (a) CUSAT:  
Registrar, Cochin University of Science and Technology (Dr Meera V)
  - (b) JCU:  
Director Marketing, Future Students & Admissions (Dr David Craig)
- 5.3 Each party recognises that the proposed use of each other's logo, trademark or other intellectual property will be subject to and conditional upon a separate formal contract containing the terms and conditions governing such use being executed by the parties.

### **6. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained in this MOU shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.



**7. NOTICES**

Any notices, or any form of communication between the parties shall be in writing and shall be considered to have been served:

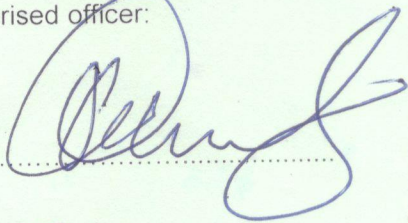
- (a) in the case of delivery by hand, on the day of delivery;
- (b) in the case of delivery by post, on the 7<sup>th</sup> business day after posting;
- (c) in the case of communication by facsimile, upon the sender receiving a transmission report confirming the successful transmission of that facsimile; and
- (d) in the case of communication by email, at midday on the day following the successful despatch of the message.

**8. ARBITRATION**

In case of any dispute between the parties with regard to any of the Clauses in the agreements, it shall be referred to arbitration of the Arbitrator appointed with the consent of both the parties as per the provisions of the Arbitration and Conciliation Act prevailing in the country in which the agreements are executed so that the dispute between the parties can be settled. In case may of the parties disputes the award of the Arbitrator, the dispute shall be resolved through Courts at the place where the agreement is executed".

Executed by the parties on the date set out above.

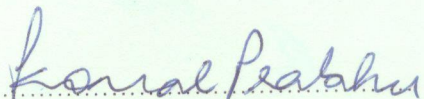
**SIGNED** on behalf of **JAMES COOK UNIVERSITY ABN 46 253 211 955** by its duly authorised officer:



Dr David Craig  
Director Marketing, Future Students & Admissions

Date: ..... 31-1-24 .....

***In the presence of witness:***



Witness signature



SIGNED on behalf of Cochin University of Science and Technology (CUSAT) by its duly authorised officer:

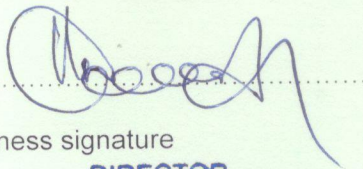


Dr V Meera **Dr. MEERA V.**  
Registrar  
REGISTRAR Cochin University of  
Science and Technology  
Kochi - 682 022, Kerala



Date: **31.01.24**

*In the presence of witness:*



Witness signature

**DIRECTOR**  
International Relations  
Cochin University of  
Science and Technology  
Kochi - 682 022, Kerala