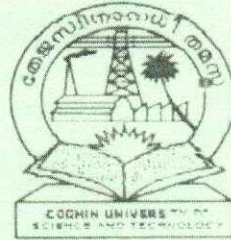


MEMORANDUM OF UNDERSTANDING (MOU)

For Institutional Collaboration between



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



PRIMER-E (QUEST RESEARCH LIMITED), AUCKLAND, NEW ZEALAND

This Memorandum of Understanding (“MOU”) made on this 17th day of March, 2023 between **Cochin University of Science and Technology, Kerala, India** (Hereinafter referred to as “CUSAT”) and **PRIMER-e (Quest Research Limited), Auckland, New Zealand** (hereinafter referred to as “PRIMER-e”) by mutual consent. **CUSAT** and **PRIMER-e** are subsequently collectively referred to as “the parties”.

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

Whereas **PRIMER-e** is a research and software development company, specialising in the development and implementation of multivariate methods for ecological, environmental and other sciences, whose novel methods and user-friendly software is used by thousands of researchers in academic, government and private research institutions in over 100 countries globally.

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, conferences, seminars, symposia, and workshops; and developing other mutually beneficial programs.

2. Areas of Collaboration:

Subject to the availability of manpower, financial resources, and other facilities, the parties hereby agree to extend their cooperation on the following activities:

- Joint hosting and organization of training programmes (online or in person) in applied statistics and data analysis for researchers and research students, using methods and software developed by PRIMER-e.
- Exchange visits from time to time of faculty, staff and/or students for purposes of collaboration and the advancement of scientific research and academic endeavours.
- Email and live online communications for research collaboration, scholarly exchange and the advancement of science.

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:

- PRIMER-e agrees to provide CUSAT with the appropriate necessary software licences (e.g., for PRIMER with PERMANOVA+) on a time-limited basis (e.g., for the duration of a training program), as well as other supporting learning materials (e.g., manuals, web-based learning hub, etc.) to enable CUSAT successfully to host PRIMER training programs, in person or online.
- CUSAT agrees to heighten interest in, and support the teaching of, the methods and tools developed by PRIMER-e, provided said methods and tools are fit-for-purpose and continue to support, enhance and empower both faculty and student researchers' academic research endeavours and outputs.

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 shall be shared between the parties in accordance with a prior agreement made between the parties. The sharing of costs/profits/losses accrued as a consequence of any training program may be specific to each individual program, and hence shall be agreed on a case-by-case basis.

6. Coordination:

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

7. Confidentiality:

Each party 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:

Intellectual Property arising out of any collaborative research activities undertaken under this MOU shall remain with the originating party.

9. Validity:

This MOU will be valid initially for a period of 3 years and its validity can be further

extended by mutual agreement between the parties.

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 party.

11. Termination of MOU:

- a) This MOU may be terminated by the 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 party.
- c) In case of termination, both parties should ensure that such termination does not adversely affect the interest of either party.

12. Disputes/Differences:

In case of any dispute/differences arising 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 the other party on account of circumstances beyond its control.

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



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

Name:

Position: HEAD
Dept. of Marine Biology, Microbiology & Biochemistry

Date:

In the presence of (Witness)

1. A,

Official Address Sd/-



Signed for and on behalf of **PRIMER-e**
by:

Name:

Distinguished Professor
Marti J. Anderson

Position: Director

Date:

2. B

Official Address: 67 Mahoenui Valley Rd,
RD3, Albany, Auckland 0793, New Zealand