

MEMORANDUM OF UNDERSTANDING (MOU)

For Institutional Collaboration between



COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, KERALA, INDIA

And



SAINT PETERSBURG STATE MARINE TECHNICAL UNIVERSITY, RUSSIA

This Memorandum of Understanding ("MOU") made on this **12** day of January, **2022** between **Cochin University of Science and Technology, Kerala, India** (Hereinafter referred to as "**CUSAT**") and **SAINT PETERSBURG STATE MARINE TECHNICAL UNIVERSITY, RUSSIA** (Hereinafter referred to as "**SMTU**") by mutual consent. The **CUSAT** and **SMTU**, 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.

Dr. MEERA V.
Registrar
Cochin University of
Science and Technology
2022, Kerala

Whereas **SMTU** is Russia's only university, which prepares world-class marine engineers with expertise in design, construction and maintenance of surface ships and submarines. SMTU provides a high level of training of graduates which compliance with international standards confirmed by experts of the International Institute of Marine Engineers.

GENERAL TERMS OF MOU

1. Objective:


The objective of this MOU is to develop academic, educational and scientific cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between Parties in the field of marine science and technology. This MOU is based on their common interest in promoting mutual cooperation in the area of education and research, to express intention to expand the basis for friendship and collaborative educational exchange.

2. Areas of Collaboration:

Subject to the availability of manpower and other facilities, and within the framework of the regulations applied by each Party, the following programs and activities will be encouraged:

- Exchange of staff and students;
- Joint research activities;
- Exchange of academic materials and information;
- Joint organization of conferences, seminars and webinars in the field of shipbuilding and ocean engineering;
- Organization of contact meetings with participation of universities and industry partners both in India and Russia;
- Organization of special programs and short-term training for students.

The specific areas and details of cooperation within the framework of this agreement shall be discussed and agreed upon in writing by the appropriate authority of each Party, prior to the initiation of any particular program or activity.


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Kochi - 682 022, Kerala

3. Technical and other Assistance:

For the successful implementation of the agreed activities, the parties hereby agree to share all the technical and other assistance needed and these will be clearly listed while progressing any of the activities mentioned at Para 2 of this MOU.

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.

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 jointly vested with the CUSAT and SMTU.


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9. Validity:

This MOU will be valid initially for a period of five (5) years 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 party.

11. Termination of MOU

- a) This MOU may be terminated by Parties, upon prior notice given to the other in writing not less than six 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 should not adversely affect the interest of parties.

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, Kerala, India.

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 12 day of January, 2022.


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



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

Name:

Dr. MEERA V.

Position:

Registrar
Cochin University of
Science and Technology
682 022, Kerala

Date:

In the presence of (Witness)

1. A, Mohammed Salim T.B
PA to Registrar.

Official Address Sd/-
Assistant Registrar
Cochin University of
Science & Technology
Kochi - 682022

(Official Seal)

Signed for and on behalf of
**Saint Petersburg State Marine
Technical University** by:

Name: Kirill Rozhdestvensky

Position: Vice-Rector, International

Date: 12.01.2022

2. B, Tatiana Pustynnikova,
Head of international projects

Official Address: Russian Federation
190121, Saint-Petersburg
Lotsmaskaya Str. 3 Sd/-