



MEMORANDUM OF UNDERSTANDING (MOU)

between

COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

KOCHI, KERALA, INDIA

and

ICBAS - SCHOOL OF MEDICINE AND BIOMEDICAL SCIENCES

UNIVERSITY OF PORTO, PORTO, PORTUGAL

(Official Name: INSTITUTO DE CIÊNCIAS BIOMÉDICAS ABEL SALAZAR DA UNIVERSIDADE DO PORTO)

for

ACADEMIC COOPERATION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS SIGNED BETWEEN

COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, KOCHI, KERALA, INDIA established UNDER THE Cochin University Act 1971,is represented by Dr. Meera. V, holder of Aadhar no 6023 8244 0893, with address for notification purposes at Cochin University of Science and Technology, Kochi-22, acting as Registrar, herein after referred to as "CUSAT",

And

UNIVERSITY OF PORTO, through **SCHOOL OF MEDICINE AND BIOMEDICAL SCIENCES**, with its registered office at Rua Jorge Viterbo Ferreira, 228, 4050-313, Porto, Portugal, is represented by Professor Henrique José Cyrne de Castro Machado Carvalho, holder of Portuguese Passport No. 036610119ZY0, with address for notification purposes at Rua Jorge Viterbo Ferreira, 228, 4050-313 Porto (Portugal), acting as Director, hereinafter referred to as "ICBAS-UP".

Separately, the CUSAT and ICBAS-UP, shall also be referred to herein as "the Party" and jointly as "the Parties"

Whereas CUSAT is one of the premier universities in the country imparting scientific and technological education and desires to enter into academic links and exchange programmes with various institutions across the globe.

Whereas ICBAS-UP has expressed their intention to facilitate the exchanges and cooperative initiatives with CUSAT.

And whereas the Parties have mutually agreed to act in accordance with the terms set forth in this Memorandum of understanding.

Now in consideration of the premises, the Parties do hereby agree as follows:

- 1. The Parties herein agree that they shall facilitate all exchanges and co-operative initiative between the two institutions in the area of educational, research, development instruction, community service, staff and student exchanges.
- 2. The ways and means through which the Parties shall accomplish this goal of cooperation shall include:
- Exchange of Researchers
- Exchange of Faculty
- Exchange of Students
- Exchange of Scholarly and pedagogical materials with appropriate permission from either party concerned
- Joint Research
- Technical Assistants and / or Training
- Curricula development
- Other co-operative efforts as may be specified later
- 3. The Parties hereby agree that this Memorandum of Understanding may be supplemented by Agreements in specific academic disciplines/institutional units signed by representatives of both Parties.
- 4. The Parties agree that the initial focus of this linkage will be on faculty and student exchange, academic research, exchange of scholarly and pedagogical materials in the areas of Biomedical Sciences and other programmes of common interest.
- 5. The fund raising effort shall be carried out jointly by the Parties for implementing such provisions of the agreements that require funding.
- 6. This Memorandum of Understanding may be terminated when either of the Parties indicates that the institutional relations will be terminated or modified and such a termination will be effective from the date of the notice of such termination or modification. The duration for the Memorandum shall be 5years.
- 7. The Parties do hereby agree to subscribe to the policy of Equal Opportunity and the Parties will not discriminate on the basis of race, sex, age ethnicity, religion or national origin. The Parties agree to abide by these principles in the administration of this Memorandum of Understanding and neither institution shall impose criteria for any exchange, which would violate the principles of indiscrimination.

8. In case of any dispute between the Parties with regard to any of the Clauses of this Memorandum, it shall be referred to arbitration of the Arbitrator appointed with the consent of both Parties 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 are executed.

9. The Parties undertake to process the personal data to which they have access under this Memorandum, solely and exclusively for the accomplishment of its goal, namely regarding the development of the cooperation activities listed in clause 2.

Whenever a cooperation activity involves the processing of personal data, Data Protection issues regulation shall be included in the supplementary Agreement to this Memorandum, pertaining to that specific activity.

10. Any amendment to this Memorandum shall be in a written instrument signed by both Parties.

11. The Parties hereby agree that the electronic signatures of this Memorandum, under the terms of the Legal Regimen of Electronic Documents and Digital Signature, approved by Decree-Law no. 290-D/99, dated August 2nd, will have the same probative enforceability as a handwritten signed document.

On behalf of CUSAT,
Dr. MEERA.V Registrar
On behalf of ICBAS,
Professor Henrique Cyrne Carvalho
Director of School of Medicine and Biomedical Sciences