



MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF TECHNOLOGY SYDNEY

and

COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

THIS MEMORANDUM OF UNDERSTANDING is made **BETWEEN:**

UNIVERSITY OF TECHNOLOGY SYDNEY (ABN 77 257 686 961) of 15 Broadway, Ultimo, New South Wales, 2007 Australia ("**UTS**")

AND:

COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY of Kochi, Kerala, India ("**CUSAT**")

RECITALS

- A. The University of Technology Sydney Australia is a tertiary institution and body corporate established under the *University of Technology, Sydney Act 1989* (NSW). UTS has strong links to industry, the professions and the community and has a growing research reputation and a strong commitment to internationalisation.
- B. 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.
- C. The parties ("Parties") wish to enter into this MOU to promote cooperation between them and to strengthen innovative collaboration in mutually acceptable fields of teaching, learning and research.

NOW THE PARTIES AGREE AS FOLLOWS -

1 Interpretation

- 1.1 In this MOU unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

Date of Execution means the date on which this MOU is signed by the Parties, as noted on the execution page at the end of this MOU.

Extended Term means the extended term as set out in clause 3.

MOU means this document and all schedules to this document.

Term means the term as set out in clause 3.

- 1.2 In this MOU, the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of any of the terms and conditions of this MOU.

2 Purpose of MOU

- 2.1 The purpose of this MOU is to promote co-operation between UTS and CUSAT. UTS and CUSAT agree that within the fields of Transportation infrastructure and

ground technology they intend to pursue the following general forms of cooperation:

- a. Visits by and exchange of students for the purpose of research;
- b. Visits by and interchange of staff for the purposes of research, teaching and discussions;
- c. Joint research activities including publications; and
- d. Joint participation in internationally funded research projects.

2.2 The parties will not do any research that has a military or defence application or field of use.

3 Term and Extended Term

3.1 This MOU will commence on the Date of Execution, and continue for a term of [five] years unless terminated earlier in accordance with clause 8. The Parties may agree to an extended term of this MOU for a further period of up to [five] years by written agreement.

4 Binding Agreements

4.1 The Parties may enter into binding agreements, from time to time, with regard to any specific project.

4.2 A binding agreement resulting from this MOU may relate to the matters set out in clause 2 of this MOU.

4.3 Both Parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and that any binding agreement will be subject to the availability of funds.

5 Public Statements and Use of Name and Logo

5.1 Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the other Party is obtained.

5.2 No Party will have the right to use the name or logo of another Party without that Party's prior written consent and compliance with any other conditions attached to such consent.

6 Acknowledgement and Compliance

6.1 The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students.

- 6.2 Each Party understands and acknowledges that such laws and regulations may affect or restrict this MOU and/or the activities contemplated under this MOU.
- 6.3 The Parties acknowledge that in any activities or projects contemplated by this MOU they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

7 No Relationship

- 7.1 The Parties acknowledge that this MOU does not create or evidence a relationship between them of commercial partnership, joint venture, employer and employee or agency.
- 7.2 By signing this MOU neither Party intends to enter into a legally binding relationship or be bound by this MOU. The Parties only intend that this MOU provide a framework that outlines the major areas within which co-operation will proceed.

8 Patents

- 8.1 A Party to this agreement may not file a patent application naming the other Party's employees or students as inventors without notifying the other Party of the patent application.
- 8.2 There must be a written agreement between the Parties prior to any filing of a patent application that would name a Party's employees or students as inventors on the patent application.

9 Termination

- 9.1 Subject to existing contractual arrangements, this MOU may be terminated by either Party giving written notice to the other Party to this MOU. The minimum length of this notice period is six months unless either Party is prohibited under any law or regulation from continuing with this MOU, in which case the notice period may be immediate.
- 9.2 Either Party may terminate this Agreement with 30 days written notice if any of our officers, employees or related entities are involved in any illegal or unlawful conduct or activity which has or is likely to cause serious damage to the reputation of either Party.
- 9.3 UTS may terminate this Agreement effective immediately where UTS receives written notice from the relevant Minister of a Declaration pursuant to Part IV of Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Commonwealth) that this Agreement is inconsistent with Australia's foreign policies or arrangements or adversely affects Australia's foreign relations.

10 Communication and Notices

- 10.1 All communication and notices between the Parties regarding this MOU may be made through the nominated representatives set out below, or such other persons they may nominate from time to time.

UTS Nominated Representative

Tania Bezzobs
Director, Research Office
15 Broadway, Ultimo NSW 2007, Australia
Telephone: +61 2 9514 9681
Email: rio@uts.edu.au

CUSAT Nominated Representative

Director, Office of International Relations
CUSAT, Kochi-22, Kerala, India
Telephone: 0484 - 22862255
Email: oir@cusat.ac.in

11 Costs

- 11.1 Each Party must pay its own costs of and incidental to the negotiation, preparation and execution of this MOU.

12 Execution and Counterparts

- 12.1 This MOU may be signed in counterparts, each of which is deemed to be an original and all of which constitute one and the same instrument.
- 12.2 The Parties acknowledge that if this MOU is not executed by both Parties on the same date, this MOU will commence on and from the later Date of Execution.
- 12.3 The Parties will execute copies of this MOU with each Party retaining an original copy.

13 Entire MOU

- 13.1 This MOU constitutes the entire MOU between the Parties. Any prior arrangements, agreements, warranties, representations or undertakings with respect to the purpose of this MOU are superseded.

14 Governing Law

- 14.1 Any dispute, controversy or claim arising out of, relating to or in connection with the clauses in this MOU, shall be resolved by arbitration in accordance with the

ACICA Arbitration Rules. The seat of arbitration shall be agreed between the parties.

EXECUTION PAGE

EXECUTED AS AN MOU ON THE DATES APPEARING BELOW

SIGNED for and on behalf of the UNIVERSITY OF)
TECHNOLOGY SYDNEY (ABN 77 257 686 961))

this 9th day of May 2023)

by.....)

.....)
Tania Bezzobs, Director, Research Office)


.....)
(signature)

SIGNED for and on behalf of COCHIN)
UNIVERSITY OF SCIENCE AND TECHNOLOGY)

24th day of March 2023)

by.....)
Dr. Meera V, Registrar)

.....)


.....)
(signature)