



Memorandum of Understanding

The University of Newcastle

and

Indian Institute of Science Education and Research, Tirupati

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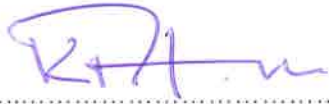
Details

University	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
Party	Indian Institute of Science Education and Research Tirupati, India
Commencement Date	16 th of February 2018
Completion Date	16 th of February 2023
Objectives	<p>It is hereby agreed that the two institutions shall cooperate on the "Design and development of advanced materials for energy and environmental application". Cooperation shall include:</p> <ul style="list-style-type: none"> a). Exchange of researchers or students to execute the research b). Exchange of information through joint seminars and joint publication on the research c). Joint supervision of PhD students d). Joint research proposal e). Implementation of cooperative research.
University Responsibilities	<ol style="list-style-type: none"> 1. Selection of the students and staffs to visit Indian Institute of Science Education and Research. 2. Provide the facilities and office space for the exchange students and staffs from Indian Institute of Science Education and Research to University of Newcastle. 3. Support with the invitation letters and visa processing for the visitors. 4. Provide support for the submission of the joint research grants. 5. Performance monitoring and review of the MOU
Party Responsibilities	<ol style="list-style-type: none"> 1. Selection of the students and staffs to visit University of Newcastle 2. Provide the facilities and office space for the exchange students and staffs from University of Newcastle to Indian Institute of Science Education and Research. 3. Support with the invitation letters and visa processing for the visitors. 4. Provide support for the submission of the joint research grants. 5. Performance monitoring and review of the MOU

University Representative	Prof. Kevin Hall, Senior Deputy Vice-Chancellor University Drive, Callaghan New South Wales 2308 Telephone: +61-2-4921-5441 Facsimile: +61-2-4921-7052 Email: Kevin.Hall@newcastle.edu.au
Party Representative	Professor Krishna Ganesh Director, IISER Tirupati Email: director@iisertirupati.ac.in Telephone: +91 877 2500 202 Fax: +91 877 2500 250
Special Conditions	Nil

Execution

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:



Signature of authorised person



Signature of witness

KEVIN HALL

Name of authorised person

Ajayan Vinu

Name of witness

Date: 16.02.2018

Executed by an authorised person of **Indian Institute of Science Education and Research** in the presence of:



Signature of authorised person



Signature of witness

K. N. Ganesh

Name of authorised person

SIVAKUMAR VALLABHAPURU

Name of witness

Date: 16.02.2018

1. Operation of this Memorandum of Understanding

1.1 Term

This Memorandum of Understanding comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

1.2 Not binding

The parties agree that this Memorandum of Understanding only expresses the intention of the parties, and is not binding and does not create any legally enforceable obligations between the parties.

1.3 Special conditions

If the Details of this Memorandum of Understanding set out any special conditions, those conditions are incorporated into and form terms of this Memorandum of Understanding.

2. Roles and Responsibilities

2.1 Objectives

- (a) The parties agree to work together to achieve the Objectives by performing their respective responsibilities set out in the Details.
- (b) The parties will be open, honest, cooperative and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

2.2 Risk

- (a) The parties agree to work together to monitor and report on any risks that arise in relation to Party Responsibilities, the University Responsibilities and the Objectives.
- (b) Each party is responsible for managing its own risks in relation to the matters arising under this Memorandum of Understanding, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this Memorandum of Understanding.

3. Communication and Cooperation

3.1 Communication

The parties agree to regularly liaise with each other about the performance of the Objectives.

3.2 Sharing of information

- (a) The parties agree to share information as reasonably required to achieve the Objectives.
- (b) The parties agree to keep all information in relation to this Memorandum of Understanding confidential.

3.3 Resolving Conflicts

The parties agree to attempt to resolve all issues and disputes amicably and to seek mediation where appropriate before seeking to terminate in accordance with clause 5.2.

4. Expenses

- (a) A party may not commit the other to any cost, expense or obligation without the written consent of that party.
- (b) Each party will be responsible for any cost, expense or obligation necessary to their achievement of the Objectives.

5. Other Matters

5.1 Intellectual Property

- (a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this Memorandum of Understanding.
- (b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
- (c) This Memorandum of Understanding does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

5.2 Termination

Either party may terminate this Memorandum of Understanding by giving the other party 5 days written notice.

6. Definitions

Intellectual Property means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

Law means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.

Materials means any tangible or intangible thing provided by one party to the other in relation to this Memorandum of Understanding which contains a party's Intellectual Property or confidential information.