

MEMORANDUM OF UNDERSTANDING

BETWEEN

SINDHU SWADHYAY SANSTHA (SCHOOL OF
INTEGRATED AQUATIC EDUCATION),
UNIVERSITY OF MUMBAI
INDIA

AND

OCEANS INSTITUTE, THE UNIVERSITY OF
WESTERN AUSTRALIA
AUSTRALIA

6th NOVEMBER 2019

Memorandum of Understanding between Sindhu Swadhyay Sanstha (School of Integrated Aquatic Education), University of Mumbai, India and Oceans Institute, The University of Western Australia, Australia.

This Memorandum of Understanding (MoU) is made on this 06th day of November 2019 between Sindhu Swadhyay Sanstha (School of Integrated Aquatic Education), University of Mumbai, India (hereinafter referred to as SSS, which expression shall include its successors and assigns) of the ONE PART, and

Oceans Institute, The University of Western Australia, Australia (hereinafter referred to as OI, which expression shall include its successors and assigns) as the SECOND PART.

PREAMBLE

WHEREAS The University of Mumbai, Fort, Mumbai, 400 032, a state (public) university established in 1857, is committed to excellence in education, research and development of new ideas, inventions, technology on a knowledge sharing basis with external bodies including persons not employed by the University;

AND WHEREAS The University of Western Australia, 35 Stirling Hwy, Crawley, WA 6009, a public university established in 1911 is reputed for excellence in teaching, learning and research;

AND WHEREAS the parties recognize the benefits to be derived from increased collaboration, cooperation and linkages that would contribute to increased international cooperation;

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES TO SIGN THIS MoU AS FOLLOWS:

This MoU supersedes all previous correspondences, discussions, understanding and agreement on the subject matter of this MoU.

1. PERIOD OF THE MoU AND ITS EXTENSION

This MoU comes into effect from the date of its signing and will remain in force for three years. Its validity can be extended by mutual agreement in writing between the two parties.

2. SCOPE OF COLLABORATION

SSS and OI desire to work together in the common areas of mutual interest as under:

- i. Organization of lectures, symposia, conferences and workshops.
- ii. Opportunities for faculty and student development and exchange.
- iii. Cooperation in individual projects.
- iv. Offering co-supervision in PhD programs with no financial burden on either side.
- v. Other activities as mutually agreed.

3. ROLES AND RESPONSIBILITIES OF ONE PART (SSS)

- i. SSS shall arrange to provide the necessary facilities for the laboratory, fieldwork connected with the study in India.
- ii. SSS and OI shall mutually finalize Terms of Reference (TOR) for each area of approved engagement/ project as necessary to achieve the objective of the project.

4. ROLES AND RESPONSIBILITIES OF SECOND PART (OI)

OI shall arrange to provide the necessary facilities for the laboratory, fieldwork connected with the study in Australia.

5. DELIVERABLES AND MILESTONES

After the completion of the respective projects SSS shall in association with OI be mutually responsible for preparation of corresponding project reports.

6. FINANCIAL TERMS AND ARRANGEMENTS

This document places no financial obligations on either party nor is it legally binding. Should specific joint activities arise as a result of further discussions; these will be defined through separate program agreements that detail the commitment of resources, to be signed at the appropriate time by the authorized representatives of the parties.

7. COORDINATION AND PERIODIC MONITORING

There will be a Joint Monitoring Group for each engagement / project approved for the study. The Monitoring Group shall consist of at least one person each from SSS and OI. The Monitoring Group will review the progress of the work at predetermined intervals mutually agreed upon for each project.

8. AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment to this MoU. The amendment shall be effective from the date on which they are made/executed, unless otherwise agreed to.

9. TERMINATION

In case it is found by two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either party, while protecting the interest of the students in case of co-supervision.

10. NO LIABILITY CLAUSE

Neither PART ONE (SSS and UoM) nor PART TWO (OI and UWA) shall be responsible for any loss or damage in respect of the subject matter of the MoU, or otherwise, if any.

11. ASSIGNMENT

This MoU shall not be assignable by either party without the prior written consent of the other except that this agreement shall be automatically binding upon and insure to the benefit of any successor of either party.

12. INTELLECTUAL PROPERTY RIGHTS

The rights in any intellectual property emerging out of collaborative projects to be carried out under this MoU will be owned as agreed under the project TORs.

13. SETTLEMENT OF DISPUTES

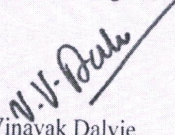
If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference may be made by either party to the arbitrator appointed by the respective Vice Chancellors of the two Universities, whose decision shall bind the parties finally and conclusively.

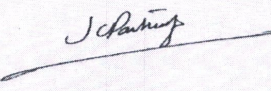
IN THE WITNESS OF both parties hereto have set their hands, the date and year mentioned

For and behalf of Sindhu Swadhyay
Sanstha, University of Mumbai, India

For and behalf of the Oceans Institute,
The University of Western Australia, Australia

Operative Signatories


Vinayak Dalvie
Associate Professor,
Academic Coordinator,
Sindhu Swadhyay Sanstha,
University of Mumbai

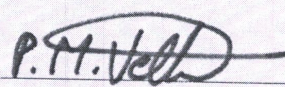

Julian C. Partridge
Associate Professor,
Deputy Director, Oceans Institute
Office of the Vice-Chancellor (Research)
The University of Western Australia

Signature:



Name: Dr. Ajay P. Deshmukh
Designation: Registrar,
University of Mumbai.

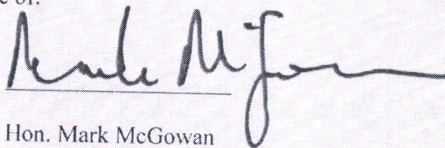
Signature:



Name: Prof. Peter Veth
Designation: Director, Oceans Institute,
The University of Western Australia.

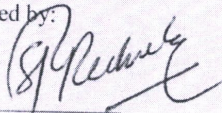
In the presence of:

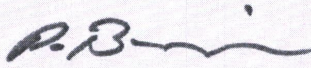
Signature:



Name: Hon. Mark McGowan
Designation: Premier, Minister for Public Sector Management,
State Development, Jobs and Trade, Federal-State Relations

Witnessed by:


Prof. Suhas Pednekar
Vice-Chancellor
University of Mumbai


Peter Baldwin
Commissioner,
Government of Western Australia Office- Mumbai

Place: Mumbai

Date: 06th November 2019