



सत्यमेव जयते

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Second Party : THE UNIVERSITY OF NEW CASTLE AUSTRALIA
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Memorandum of Understanding
The University of New Castle, Australia
and
Mangalore University, Mangalore, India


14/02/2018



Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Details

University	The University of New Castle ABN 15 736 576 735 University Drive, Callaghan New South Wales 2308 Australia
Party	Mangalore University, Mangalagangothri 574199 Mangaluru, Dakshina Kannada District, Karnataka, India
Commencement Date	14 th of February, 2018
Completion Date	14 th of February, 2023
Objectives	<p>It is hereby agreed that the two institutions shall cooperate on the:</p> <ul style="list-style-type: none">i) Development of advanced ceramic nanostructures for energy applicationsii) Collaborative research in areas of Economics, Sociology, Political Science, English Literature and Folkloreiii) Collaborative research in areas of Bio Sciences, Applied Botany, Physics, Chemistry, Materials Science, Electronics and Computer Science. <p>Cooperation shall include:</p> <ul style="list-style-type: none">a) Exchange of faculty and research scholars to execute the collaborative research.b) Exchange of information through joint seminars and joint publication on the research.c) Joint supervision of Ph.D. studentsd) Joint research proposals.e) Implementation of cooperative research.
Responsibilities of: The University of New Castle	<ul style="list-style-type: none">1. Selection of the research scholars and faculty to visit Mangalore University.2. Provide the facilities and office space for the exchange research scholars and faculty from Mangalore University to University of New Castle.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.
Responsibilities of: Mangalore University	<ul style="list-style-type: none">1. Selection of the research scholars and faculty to visit The University of New Castle.2. Provide the facilities and office space for the exchange research scholars and faculty from University of New

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	<p>Castle to Mangalore University.</p> <ol style="list-style-type: none"> 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	<p>Prof. Kevin Hall, Senior Deputy Vice Chancellor University Drive, Callaghan New South Wales 2308 Australia. Telephone: +61-2-4921-5441 Fascimile: +61-2-4921-7052 Email: kevin.hall@newcastle.edu.au</p>
Party Representative	<p>Prof. K.Byrappa, <i>Ph.D. (Moscow), FRSC (London)</i> Vice Chancellor, Mangalore University Mangalagangothri 574199, Mangaluru, Dakshina Kannada District, Karnataka, India. Telephone: +91-824-2287347 Fascimile: +91-824-2287367 Email: kbyrappa@gmail.com</p>
Special conditions	NIL

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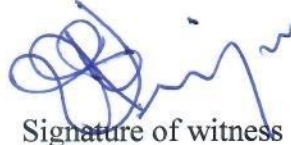
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Execution

Executed by an authorised person of The University of New Castle ABN 15 736 576735 in the presence of:



Signature of authorised person



Signature of witness

KEVIN HALL

Name of authorised person

Ajayan Vinu

Name of witness

Date: 14.02.2018

Executed by an authorised person of Mangalore University Mangalagangothri 574199 in the presence of:



Signature of authorised person



Signature of witness

B.S.NAGENDRA PRAKASH

Name of authorised person

Prof - A M Khan

Name of witness

Date: 14/02/2018



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.

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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) Each party shall facilitate achievements of the objectives by extending financial support towards local hospitality / transport to the research students and faculty members / researchers visiting their University.
- (b) However the international travel and other incidental expenses in connection with that shall be borne by the parent Universities itself.

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 any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

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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 copy 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 mean any tangible 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.

P. Brancati
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