



Chaitanya Bharathi Institute of Technology
Gandipet, Hyderabad
Telangana 500075
India



Curtin University

Curtin University
Building 100, Chancellory Building
Kent Street, Bentley 6102
Western Australia

MEMORANDUM OF UNDERSTANDING

For the Development of School of Excellence through Curtin Challenge Platform for India and Asia

between

Curtin University

and

Chaitanya Bharathi Institute of Technology (CBIT)

1. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

The Parties to this Memorandum of Understanding are:

CURTIN UNIVERSITY, ABN 99 143 842 569, a body corporate established under the *Curtin University Act 1966* (WA) of Kent Street Bentley, Western Australia 6102 ('Curtin').

CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY of Gandipet, Hyderabad, Telangana 500075, India ('CBIT')

2. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders
- (c) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause or a Schedule is a reference to a clause or, a schedule to, this Memorandum of Understanding.

3. FIELD OF COLLABORATION

The Parties wish to explore establish the School of Excellence using Challenge Platform Gateway for educational collaborations in the following areas of mutual interest:

- (a) Teaching Consultancy through Curtin Challenge Hub
- (b) Faculty Exchange and Joint Capstone Projects
- (c) Undergraduate Collaborative Learning & Exchange Programs using Challenge Platform
- (d) Undergraduate and postgraduate extra-curricular activities through Challenge Leadership and Careers Illuminate programs;
- (e) Exploration of Twinning Programs that advance the UN Sustainable Development Goals and the UNESCO Chair of Data Science In Higher Education Learning & Teaching.

The Parties acknowledge and agree that the right to access and use the Challenge software platform is conditional upon the prior written approval of Curtin and third party licence owners.

This Memorandum of Understanding records the intention of the Parties in relation to learning and teaching collaboration and the principles upon which such collaboration will be conducted.

4. MEMORANDUM OF UNDERSTANDING NOT BINDING

This Memorandum of Understanding is being signed by the Parties to evidence their in principle non-binding intentions. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a separate formal written agreement. Any action taken by any Party in anticipation of approvals will be at the sole risk of that Party.

The Parties agree and acknowledge that nothing contained in this Memorandum of Understanding constitutes any of them as agent, partner or trustee of any other of them, or to have authority or power to act for, or create or assume any responsibility or obligation on behalf of, any other Party.

5. OBJECTIVES

The objectives of the Parties under this agreement are to:

- (a) work together and share information about their organisations to enhance each other's understanding of each Party's capabilities and requirements with respect to the Field subject to confidentiality requirements of each Party. For the avoidance of doubt, each Party may require the other to enter into a separate confidentiality agreement before sharing any such information, and;
- (b) establish a working relationship targeted to the Parties' specific requirements and interests.

6. COOPERATION

The Parties agree to cooperate to:

- (a) organise a committee of representative academics from each Party to identify the areas of possible collaborative learning and teaching and development projects through email correspondence, tele/video conferencing or visit to each other's facilities;
- (b) encourage joint externally funded educational projects;
- (c) encourage exchange between the Parties of staff and students working in the Field.

The costs incurred by a Party in facilitating the activities associated with this cooperation, including any exchange of staff and postgraduate students between the respective institutions, will be the sole responsibility of that institution unless other arrangements have been agreed by the Parties in writing.

The Parties will use reasonable endeavours to foster academic collaboration between the institutions throughout the term of this Memorandum of Understanding.

7. INTELLECTUAL PROPERTY

This Memorandum of Understanding does not transfer any interest in or rights to intellectual property of any Party.

It is envisaged that all intellectual property will be developed under, and ownership shall be determined by, respective written agreement covering the specific educational activity on an individual project basis. Should the Parties collaborate to develop any intellectual property under this collaboration which is not subject to an individual written agreement, the intellectual property shall be owned jointly by the Parties as tenants in common and each Party grants the other an irrevocable, worldwide, non-exclusive, royalty-free license to use the intellectual property for their own internal, non-commercial, teaching and research purposes.

8. AGREEMENTS

The Parties shall wherever necessary enter into written agreements to facilitate the implementation of the specific educational program. Such agreements will cover all relevant aspects of the educational program including but not limited to funding, responsibilities and contributions of each Party, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party.

9. TERM

The term of this Memorandum of Understanding will commence on the date of execution for a period of three (3) years. The Memorandum of Understanding may be extended for a further period of up to three (3) years by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Either Party may terminate this Memorandum of Understanding at any time during the term by the provision of three (3) months written notice of termination to the other Party.

10. VARIATION

A provision of this Memorandum of Understanding may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

11. SETTLEMENT OF DISPUTES

Any dispute, controversy or difference as to the interpretation of this Memorandum of Understanding will be settled amicably by mutual consent between the two Parties.

12. PUBLICATIONS

The use of the name, logo and/or official emblems of the Parties on any publication, document and/or paper will require prior permission of both Parties.

Signed for and on behalf of CURTIN UNIVERSITY by

Signature of Authorised Signatory

Professor Jill Downie
Deputy Vice-Chancellor Academic

Name

Title

Date

10/07/19

In the presence of

Signature of Witness

Name David Gibson

Signed for and on behalf of CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY by

Signature of Authorised Signatory

PRESIDENT
Chaitanya Bharathi Institute of Technology
Gandipet, Hyderabad-500 075.

Name

Title

Date

Dr. V. Maheshwari Reddy

PRESIDENT

27 07 2019

In the presence of

Signature of Witness

Name

PRINCIPAL
Chaitanya Bharathi Institute
of Technology
GANDIPET, R. R. (Dist.)
HYDERABAD - 500 075

