

Memorandum of Understanding

The University of Newcastle

and

University of Mysore

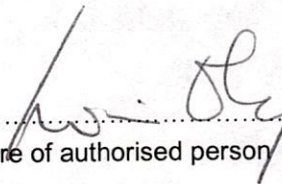
Details

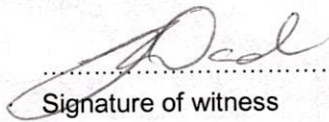
University	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
UOM	University of Mysore of Mysore, Karnataka State, 575005 India Known as UOM in this Memorandum of Understanding
Commencement Date	1 September 2015
Completion Date	31 December 2020
Objectives	To facilitate and promote cooperation between the University and UOM by investigating opportunities to: <ol style="list-style-type: none"> 1. Develop an Asian cooperative scholarship that reflects the unique emergence of cooperatives across the Asia Pacific 2. Develop a network of scholars across all Asian Pacific countries to provide the foundation for comparative cross cultural studies, enabling a full understanding of the factors involved in cooperative formation, flourishing and decline 3. Develop university courses on cooperatives across the Asia Pacific Region, to provide a stream of new scholars and cooperative policy makers and advocates 4. Develop data and case studies to inform how cooperatives can inform the policy debate on sustainable economic development and lead to cooperative formation, whereby, cooperatives aspire to become the fastest growing form of enterprise, inline with the International Cooperative Alliances Blueprint for a Cooperative Decade.
University Responsibilities	The University will liaise with UOM to discuss opportunities for formalizing arrangements between the University and UOM in relation to: <ol style="list-style-type: none"> 1. Asian cooperative scholarships 2. Comparative cross cultural studies 3. Development of university courses on cooperatives 4. Development of data and case studies 5. Other activities agreed upon in writing by both parties
UOM Responsibilities	UOM will liaise with the University to discuss opportunities for formalizing arrangements between UOM and the University in relation to: <ol style="list-style-type: none"> 1. Asian cooperative scholarships 2. Comparative cross cultural studies 3. Development of university courses on cooperatives 4. Development of data and case studies 5. Other activities agreed upon in writing by both parties

	UOM will provide the Univeristy with any documentation and/or information that may be requested by the University to progress the formalizing of the above arrangements
University Representative	Mrs Winnie Eley Pro Vice-Chancellor (International and Advancement) University Drive, Callaghan New South Wales 2308 Telephone: +61 2 4985 4373 Facsimile: +61 2 4921 7016 Email: Winnie.eley@newcastle.edu.au
UOM Representative	Prof. C. Basavaraju Registrar University of Mysore Crawford Hall, Mysore, 575 005 India Telephone: +91-821-2419361 Facsimile: +91-821-2419301 Email: registrar@uni-mysore.ac.in
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

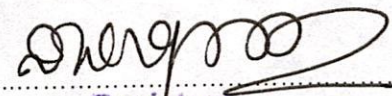

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Signature of witness

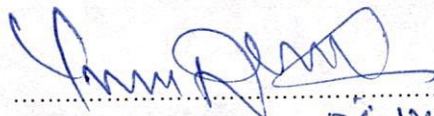
Winnie Eley
.....
Name of authorised person

Fiona Ward
.....
Name of witness

Date: 2.9.15
.....

Executed by an authorised person of **University of Mysore** in the presence of:


.....
Signature of authorised person
**Registrar
University of Mysore
Mysore**


.....
Signature of witness 26.11.2015

Prq C. Basavaraju
.....
Name of authorised person

Yashwantha Dongre
.....
Name of witness
Dean, Faculty of Commerce
& Management.

Date: 26/11/2015
.....

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 7.

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

- (c) The parties agree to work together to monitor and report on any risks that arise in relation to UOM Responsibilities, the University Responsibilities and the Objectives.
- (d) 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 7.

4. Expenses

4.1 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. 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.

6. Privacy

The parties must, in respect of Personal Information Processed in connection with this Agreement:

- (a) only collect Personal Information for a lawful purpose directly related to the parties' functions;
- (b) take reasonable steps to inform relevant Individuals that:
 - (i) the Personal Information is being collected;
 - (ii) the purpose for which it is being collected;
 - (iii) how it can be accessed; and
 - (iv) any legal or regulatory consequences that may apply if the information is not provided by the Individual;
- (c) ensure that any Personal Information collected is relevant, accurate, up-to-date and not excessive;
- (d) ensure that Personal Information is stored securely, kept no longer than necessary and disposed of appropriately;
- (e) protect Personal Information from unauthorised access, use or disclosure;
- (f) allow Individuals to access their Personal Information without unreasonable delay or expense, unless:

- (i) disclosure of the information would lead to a threat to life, health or safety; or
 - (ii) the party deems it inappropriate in the circumstances to allow access.
- (g) only use or disclose Personal Information for the purpose for which it was collected or a directly related purpose, unless:
- (i) the Individual has consented to the use or disclosure; or
 - (ii) it is necessary to lessen a threat to life, health and safety; or
 - (iii) the use or disclosure is required by law or is necessary for law enforcement functions.

7. Termination

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

8. Definitions

Day means any day in New South Wales including Saturday, Sunday or Public Holiday.

Individual means any person that will supply, or has supplied, Personal Information to a party, and that party has collected the Personal Information in order to achieve the Objectives or fulfil that party's Responsibilities.

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.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an Individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Processing includes collecting, recording, organising, storing, adapting, altering, retrieving, consulting, using, disclosing, making available, combining, blocking, erasing or destroying.