

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF THE WEST INDIES, ST. AUGUSTINE CAMPUS

AND

SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION, AGALAKOTE, TUMKUR, INDIA

This Memorandum of Understanding ("MOU") is made between:

The University of the West Indies, a regional public institution established by Royal Charter on the 2nd day of April 1962, through its St. Augustine Campus in the ward of Tacarigua in the island of Trinidad (hereinafter referred to as "The UWI") represented by its Pro Vice-Chancellor and Campus Principal, Professor Rose-Marie Belle Antoine.

and

The Sri Siddhartha Academy of Higher Education, (declared as Deemed to be a University under Section 3 of the UGC Act, 1956) Agalakote Tumkur, was established vide MHRD GOI No. F.9-31/2006-U.3 (A) dated: 30/05/2008 of the Government of India, (hereinafter referred to as "SSAHE") represented by its Vice-Chancellor, Professor Linge Gowda.

The UWI and SSAHE may hereinafter sometimes be referred to individually as a "Party" or "Institution" and collectively as the "Parties" or "Institutions".

WHEREAS

- A. The UWI is a regional university of higher education learning and research, which has been charged with the mission of advancing education and creating knowledge through excellence in teaching, research, innovation, public service, intellectual leadership and outreach in order to support the inclusive (social, economic, political, cultural and environmental) development of the Caribbean region and beyond.
- B. The UWI has its Centre Headquarters in Kingston, Jamaica and operates from the following Campuses: the Mona Campus situated at Mona in Kingston, Jamaica; the Cave Hill Campus situated at Cave Hill in Barbados; the St. Augustine Campus situated at St. Augustine and Debe in Trinidad and Tobago; the Five Islands Campus situated at St. John's in Antigua and Barbuda and the Open Campus which serves seventeen countries within the Caribbean region inclusive of the four aforementioned territories.
- C. SSAHE is a deemed university with the objectives of providing higher education leading to excellence and innovations in such branches of knowledge as may be deemed fit,

primarily at undergraduate, post-graduate and research degree levels, fully conforming to the concept of University as defined herein, engage in areas of specialization with proven ability to make distinctive contributions to the objectives of the higher education system in diverse disciplines which are recognized nationally and globally. Our vision "Entrancing Education to reach the unreached".

- D. Sri Siddhartha Medical College and Sri Siddhartha Dental College have been functioning as constituent colleges and Sri Siddhartha Institute of Technology, Maralur, Tumkur, as an off-campus constituent teaching unit.
- E. The Parties are desirous of collaborating across a range of projects, including but not limited to those mentioned in Article 2 below of this MOU.
- F. The Parties intend that to these ends the provision of this MOU shall reflect the understandings and arrangements between the Parties and shall be carried out in a spirit of good faith and goodwill.

NOW THIS MEMORANDUM WITNESSETH as follows:

1. SCOPE

- 1.1 The Parties wish to engage in cooperative programmes of education and research, and promote exchange among their faculty and students. Accordingly, the area of cooperation shall include, subject to mutual consent, any activity or programme at either Institution as considered desirable and feasible on either side to foster and develop the cooperative relationship between the two Institutions.
- 1.2 The assistance to be provided by each Institution will include teaching, research, exchange of faculty and students, staff development, etc., as deemed beneficial by the two Institutions.

2. AREAS OF COLLABORATION

- 2.1 The collaboration shall be carried out, subject to availability of funds and resources and the approval of each Institution, through such programmes or activities as:
 - a) Joint research activities
 - b) Exchange of Students (including research students)
 - c) Exchange of Faculty and staff
 - d) Joint teaching or supervision of students
 - e) Staging of joint seminars, conferences and academic meetings
 - f) Special academic programmes
 - g) Education Abroad on the part of undergraduate and graduate students, including exchanges, internships, electives and practicum.

h) Exchange of academic materials and other information where possible.

i) Joint collaborative Grant Proposals.

j) Joint Premed Programme

2.2 The terms of such collaboration and the necessary budget for each programme and activity shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity, and such programmes and activities shall be negotiated on a mutual basis. Each Institution will designate a coordinator to develop and implement specific activities or programmes.

2.3 Each mutually identified and agreed activity, shall be covered by a separate agreement signed by both Parties; reference to this MOU shall be included.

The separate agreement shall specify the implementation provisions for each activity and indicate the financial arrangements to apply.

2.4 This MOU will not be construed to obligate any particular expenditure or commitment of resources or personnel.

3. PRINCIPLES OF COOPERATION

3.1 Implementation of this MOU will be in accordance with the Regulations and Policies of both Institutions.

3.2 The activities envisaged under this MOU will be carried out by the Faculty of Medical Sciences of The UWI and by the SSAHE or through any other affiliated organization or nominee, mutually approved by the respective Parties.

3.3 The UWI and SSAHE will each accept the participants selected by the other if mutually acceptable academic and/or professional qualifications and standards are met. The host Institution will be responsible for making the final decision on the formal acceptance of participants in any exchange programme under this MOU.

3.4 All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this MOU, subject to the provisions of the Regulations, Policies and requirements of each Institution.

3.5 Any violation of these principles will be considered grounds for terminating the MOU.

4. CONFIDENTIALITY

Each Institution will protect the confidentiality of documents, information or data received from the other Institution as well as any other instrument concluded under this MOU. Any information disclosed by either Party to the other shall be treated as confidential information and shall be disclosed to only those individuals duly authorised by either Party to have access to such confidential information; unless such information is or becomes publicly available through no fault of the other or is disclosed pursuant to a legal or regulatory or reporting obligation to do so. Each Party's confidential information shall be held in strict confidence by the other Party using the same standard of care as it uses to protect its own confidential information and shall not be used or disclosed by the other Party for any purpose except as necessary to implement or perform the terms of this MOU. The obligations of confidentiality shall survive the termination of this MOU and the Parties agree to return any document that contains or reflect confidential information upon request from the other.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Materials and Data such as publications, software and designs owned by any Party may only be used with the consent of the other and for the sole purpose of carrying out an activity/activities under and for the duration this MOU.
- 5.2 Notwithstanding Clause 5.1, it is expressly agreed that the Intellectual Property rights shall remain with the originating Institution and that no Party transfers by operation of this MOU to the other Party any right in or license to any patents, copyright of materials such as publications, software and designs or other proprietary right owned as of the commencement of this MOU or arising outside of the research conducted under this MOU.
- 5.3 Copyright as well as rights to any other intellectual property developed jointly by The UWI and SSAHE under this MOU shall remain vested in both Institutions. Each Institution shall have full rights to exploit such jointly-owned works for non-commercial purposes, unless otherwise specified by the Parties or formalized by a separate agreement between the Parties.

6. RESTRICTIONS ON USE OF NAME, ETC.

The Parties agree to refrain from using any name, emblem, logo, trademark or other sign associated with the other Party without first obtaining the written permission of that other Party to do so, in each case indicating the purpose and means of use. Further, this MOU does not grant either Institution the right to use the other Institution's trademarks, tradenames or service marks.

7. PUBLICATION

- 7.1 In case the Parties wish to publish the results or output of any works or research arising under this MOU, they will both establish the conditions of the publication by mutual consent.
- 7.2 The Parties agree to provide each Party with a copy of the manuscript or abstract at least thirty (30) days prior to submission for publication in order to allow either Party an opportunity to protect any Confidential Information or Intellectual Property that might be disclosed by the manuscript or abstract. Any objection to the planned publication shall be made in writing within 30 calendar days after receipt of the notice. If no objection or consent is given within the time limit stated above, the publication will be considered to have been authorised.
- 7.3 The Party publishing the material obtained or developed from research and/or scholarly activities pursuant to the MOU shall acknowledge the contributions of the other Party to the MOU unless such acknowledgement is not desired by the other Party.
- 7.4 The Parties may contemplate to have a joint publication of the material obtained or developed from research and/or scholarly activities pursuant to the MOU. Appropriate acknowledgement will be made for the contributions of each Party.
- 7.5 Publication means the publication of an abstract, article or paper in an academic journal or other publication, including, but not limited to an electronic repository, print or digital media, social media platforms or its presentation at a conference or seminar; under this MOU, "to Publish" and "Publication" are to be construed as references to Academic Publication.

8. EFFECTIVE DATE AND LENGTH OF MOU

- 8.1 This MOU shall take effect from the date of the signature last affixed ("Effective Date") by the duly authorized representatives of the Parties to this MOU.
- 8.2 This MOU will remain in force for a period of five (5) years from the Effective Date and subject to the availability of resources. After the initial five (5) year period, this MOU may be reviewed and renewed by mutual consent every three (3) years.
- 8.2 Either Party reserves the right to terminate this MOU upon six months' prior written notice to the other. The Parties agree to make best efforts to finalize common projects and activities under this MOU prior to the effective date of termination.

9. REVIEW AND AMENDMENTS:

This MOU will be subject to periodic review and modification, as mutually agreed by the Parties. The Parties may modify or amend this MOU by mutual agreement in writing. A Party wishing to make a proposal for modification or amendment of the terms of this MOU shall do so in writing to the other Party no less than one (1) month prior to the effective date proposed for such modification or amendment. No modifications or amendments shall take effect unless duly agreed and signed by duly authorized representatives of the Parties.

10. FORCE MAJEURE

No Party shall be considered to be in default or in breach of its obligations under this MOU if the performance of such obligations is prevented by any circumstances of Force Majeure which arises after the MOU becomes effective. The term "Force Majeure" as employed herein means an event which is beyond the reasonable control of a Party and which prevents or significantly impairs a Party's performance of its obligations hereunder impossible or reasonably to be considered impossible in the circumstances or so impractical, and includes but is not limited to, war (whether declared or not), riots, civil disorder, epidemic, pandemic, quarantine, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action or authority by governmental or regulatory agencies or Acts of God. Any excuse from liability as a result of a Force Majeure event shall be effective only to the extent and duration of the event causing the failure or delay in performance and provided that the party relying on such excuse has not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform its obligations as reasonably practicable.

11. DISPUTE RESOLUTION

In case any dispute or difference shall arise between the Institutions hereto touching or relating to any matter arising under this MOU, the Institutions shall meet and attempt in good faith to resolve any such dispute or difference promptly through amicable negotiations. The Institutions agree to use best efforts to utilize generally accepted alternative dispute resolution processes and procedures to resolve disputes and promote the spirit and intent of this MOU.

12. GOVERNING LAW

This MOU shall be construed, governed by and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago and the Parties shall comply with all such laws in the performance of the obligations contained hereunder.

IN WITNESS WHEREOF the Institutions through their duly authorized representatives hereto have hereunder set their respective hands on the day and dates set out below.

The Effective Date of this MOU is the date of the signature last affixed by the duly authorized representatives of the Parties to this page.

**For The University of the West Indies,
St. Augustine Campus**



Professor Rose-Marie Belle Antoine
Pro Vice-Chancellor & Campus Principal
Date: 26 / 10 / 2023

**For Sri Siddhartha Academy of Higher
Education, Agalakote, Tumkur, India**



Professor Linge Gowda K B
Vice-Chancellor
Date: 16 / 04 / 2023

VICE-CHANCELLOR

Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.