

THE MEMORANDUM OF UNDERSTANDING

IS EXECUTED ON THIS

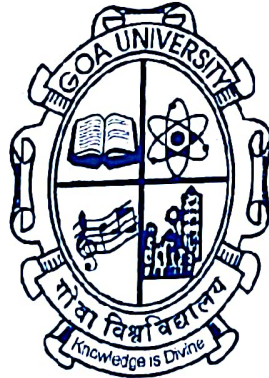
28th January, 2025

BY AND BETWEEN



**GOA INSTITUTE OF
MANAGEMENT, GOA, INDIA**

AND



GOA UNIVERSITY - INDIA



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered on this 28th day of January 2025, (hereafter the " Effective Date") by and between

Goa Institute of Management (GIM), represented by Prof. Ajit Parulekar. Poriem, Sattari, Goa 403505 (hereinafter referred to as "GIM", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and permitted assignees) of the FIRST PART;

GIM is a higher education institution offering inter alia postgraduate and doctorate programs in management education, having its campus in Goa.

AND

Goa University, Goa India, , established under the Goa University Act of 1984 (Act No. 7 of 1984) and commenced operation on June 01, 1985 represented by the Registrar, Prof. Sunder N. Dhuri. Hereinafter referred to as "GU," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the OTHER PART.

GIM and GU are hereinafter collectively referred to as the "Parties". The Parties have agreed to the following protocols governing their collaboration on academic activities.

Amit B. Menon

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Sunder N. Dhuri

Ajit Parulekar



1. Scope and Objectives

The scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- a) Academic and Research collaboration in areas of mutual interest. It is expected that this collaboration will, in due course, lead to collaborative research projects, joint workshops, seminars, courses, etc.
- b) GIM allows students from GU for project work, dissertation, exchange of academic information, scholarly information, materials, and publications and vice versa from GIM to GU.
- c) Efforts will focus on thematic areas central to GIM's academic and research expertise. i.e community engagement, startup incubation, educating & development, sustainability & global linkages. It will also include broad areas of research and teaching at GU with commonalities at (GIM), such as Economics, Law, Public Policy, Governance, Labour Studies, Public Administration, etc.
- d) Institutional norms, developing programme outcomes and institution outcome
- e) Joint cultural programmes.
- f) Academic events like conferences, workshops, seminars, hackathons, etc.
- g) Exchange of faculty members and courses for engagement
- h) Executive Education Programmes – open-ended and customised
- i) Exchange of Administrative Coordinators and Managers

Harish B. Menon

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2. Research Collaboration

Faculty from both GIM and GU will collaborate in the supervision and exchange of students and in joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms given below:

2.1 The Parties shall establish a coordination committee consisting of the following members to coordinate and monitor the cooperative programme.

I. The Dean of the Institution.

II. Vice Dean/ Programme Director of the Department

III. AR-PR of the institution.

Respective institution of both parties will have such committees for coordination and monitoring.

2.2 Progress of work of any individual programme will be reviewed and approved by designated authorities of both parties.

2.3 Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case-to-case basis and brought on record in each case after due approval from the competent authorities from the Parties. The final approval of any project will depend on the availability of guaranteed support funds

2.4 Neither GU nor GIM will be held responsible for any liability to the party. Neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this relates.

2.5 Every specific collaboration will have its own agreement/contract, which addresses issues such as IPR, funding pattern, usage policies of research facilities, disclosure of information, etc.

Dr. A. L. B. Steen

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2.6 The cooperation will be focused on the following fields of study initially;

1. Human Resource, Management, Financial Management.
2. Economics, Law, Public Policy & Governance
3. Labour economics & policy
4. Public Administration
5. Sustainability

3. Students exchange

3.1 Students under the students' exchange programme will be classified as special exchange students. Special exchange students will be permitted to participate in research activities/internships/field work/project work.

3.2 In any case, the consent of the teacher/project supervisors/research supervisors is required: Such consent will take into account, among other things, whether the student has prerequisites for the course/ project.

3.3 Neither institution will require admission or tuition fees for exchange students under this MoU. The Student Exchange Programme is reciprocal in nature, and both the institutions (GIM and GU, respectively) can avail of student exchange at the campuses of the other.

3.4 The first step in this direction would be for each of the parties to recognise each other's courses on a selective basis for credits in their respective programmes.

Dr. H. B. Menon

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4.8. Since both parties are in the same city/region, no stay and board arrangements will be made by the receiving institute/party. However, such arrangements if desired may be facilitated nearby or on campus in case there is spare capacity.

5. Course and Research Collaboration at PhD Level

Potentially, collaboration on PhD Programmes for all PhD Level Courses of GU and GIM would be available for mutual recognition. However, final agreements on individual course selection and recognition, credits earned would be made by the Chair, Fellow Programme in Management (FPM) at the GIM, and the GUPhD Programmes Department/s. .

Under this section, students at each of the Institutions – both the Parties (GIM and GU) would be able to enrol for such select courses that are recognised, at the offering institution and get credits and grades recognised through attendance and meeting all requirements (attendance, assignments, exams, class participation etc). Attendance would have to be in the mode specified by the instructor offering the course.

There would be a mutual recognition of courses direct transfer of credits. The listing of the programmes and courses would be based on adding value by enhancing the options available to doctoral students of both parties.

There would be no fees charged – either by either of the Parties (GIM or GU) for students to mutually access and enrol for courses; however, no stipend or such other transfers would be payable by either of the Institutions to the student.

The additional costs of attendance would be borne by the students / their parent institution/party for such attendance.

Dr. A. L. B. Stearn

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Stearns

Prasad



The parent institution or the student would be responsible for making the necessary stay and travel arrangements.

Such credit transfer would be limited to the equivalent of no more than two full courses.

For thesis guidance, faculty of GIM and of GU would be available to be co-members on the thesis guidance committee of candidates in the other institution. For such inclusion, the Departments housing the Ph.D. programme would go through their own processes and consider interested faculty from the other institution/party, based on their expertise. The decision to so include would be entirely that of the Department/party where the student is registered.

Joint Research

Individual faculty/ groups of faculty applying to external agencies for sponsored research from one party are free to include faculty from the other party. This would be based on the concurrence of the faculty so included. The research project application if successful, may be administratively housed with either of the parties. In some cases where the external agency permits the split of the same, the funds of the project may be split appropriately and thus administered. Such collaboration is also enabled in case where a third is involved. In every case the principal researcher and the Party administering the project would normally bear the responsibility for completion.

6. Commencement, renewal, termination, and amendment

This MoU will come into force upon affixing the signatures of the representatives of the Parties and will remain in effect for three (03) years. This MoU may be renewed upon its expiry, with the written agreement MOU of both Parties. If either Party wishes to terminate the MoU at the end of three years, it must notify the other Party not less than six months prior to the expiry of the MoU

H. S. A. B. Menon

Sharma

Prasad



This MoU or its renewal and its actions may be reviewed at any time. Modifications may be made by- mutual agreement, and any amendment or extension to the agreement MOU may be formalised by the exchange of letters between the two parties.

7. Financial Commitment

7.1 This MoU does not involve any financial commitment from either party at the MoU onset of signing

7.2 In any of the projects, wherever financial aspects are involved, amount, payment conditions, scope of work, etc., would be spelt out clearly by both Parties and will be recorded in the definitive agreement before starting a project.

8. Management of the MoU

8.1 The management of this MoU will be carried out by a Coordinating Committee, composed of representatives from each institution involved, which will be responsible for all the areas involved.

8.2 The Coordinating Committee will prepare an annual follow-up report by the end of the term date of this MoU, which must describe all actions carried out, and should present an evaluation of their results.

9. Confidentiality and Non-Disclosure

Any information shall be deemed to be in private domain and it shall not be made public or state with any other party without the prior-written consent of the party which owns it. The material shall be treated as confidential for a minimum period of two years after this MoU comes to an end or as agreed from time to time in writing.

Dr. N. B. Menon

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Exclusions to Confidential Information

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- I. If the information is or becomes publicly known and available other than as a result of prior unauthorised disclosure by the Receiving Party.
- II. If the information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval in the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that's legally required of it and no further.

10 Obligation to Maintain Confidentiality

- i. Both the Parties agree to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorised access to or unauthorised use, disclosure, publication, or dissemination of Confidential Information except in conformity with this MoU.
- ii. Confidential Information is and will remain the sole and exclusive property of the Disclosing Party and will not be disclosed or revealed by the Receiving Party, except (i) to other employees of the Receiving Party who have a need to know such information and agree to be bound by the terms of this MoU or (ii) with the Disclosing Party's express prior written consent.

Harilal B. Menon

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Shrushti *A. P. Monteiro*



iii. Upon termination of this MoU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or - Receiving Party and its employees for this engagement are returned to the Disclosing Party. Electronic records prepared by the receiving party and its employees for this engagement are returned to the disclosing party.

iv. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MoU pursuant to Paragraph above. The onus to prove that the exclusion is applicable is on the Receiving Party.

11. Warranty

Any and all deliverables, information, proposed publication, materials, reports, services, intellectual property, other property or rights ("Results") and Confidential Information, granted or provided by GIM or GU pursuant to this MoU are on an as-is-where-is basis. GIM & GU do not make any warranties of any kind, either express or implied, as to any matter including, but not limited to, warranty of fitness for a particular purpose, or merchantability, exclusivity or results obtained from use. GIM & GU or its personnel shall not be liable for any loss or damage including third party damage that may arise out of usage of the Results or/and Confidential Information, by GIM /GU under this MoU.

12. Publications and intellectual property

The results from the project work may be published in a standard journal as per the guidelines of GIM & GU. The project team will mutually decide and agree upon the co-authorship and their affiliations.

Dr. N. B. Menon

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Intellectual Property: IP policy and guidelines of the host institute will be followed. The intellectual property arising out of the project work conducted by the visiting student will be assigned to GIM /GU or BOTH parties based on their contribution towards the inventive step. GIM &GU or both parties together, may decide to safeguard any intellectual property generated as a result of this agreement MOU.

Each Party shall retain ownership of intellectual property rights of the existing background Intellectual Property as of the Effective Date, or developed or acquired independently of the Project, and nothing in this MoU and the definitive agreement signed for any individual Project shall assign any ownership to the other Party with respect to such background intellectual property rights.

Parties agree to collaborate towards the application of any joint intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

13. Force Majeure

No Party shall be held responsible for non-fulfilment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the Parties shall consult with each other on modalities of further execution of this MoU thereby shall give notice in writing to the other party/parties within thirty 15 days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall decide the future course of action jointly

Dr. P. B. Steiner

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14. Representations and Warranties

Both Parties hereby represent and warrant that:

14.1 It has all requisite power and authority to execute, deliver and perform its obligations under this Memorandum and has been fully authorised by all requisite coactions to do so.

14.2 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its Institute,

14.3 The execution and performance of this Memorandum by either of the Parties does not and shall not violate any provision of any existing MoU/ Agreement with any Party.

15. Dispute Resolution

In the event of any dispute between the Parties arising out of or relating to this Agreement, the Parties shall submit themselves to a formal dispute resolution by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator appointed mutually by the Parties.

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties to this MOU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of the GU and authorised representative of the GIM. The decision of the Dispute Resolution Committee shall be final and binding on both the parties.

The place of the arbitration shall be Goa India and the language of the arbitration shall be English.

Harsh B. Mehta

Shri. R. P. ...



The arbitration award of the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state the reasons for their findings in writing. The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator.

16 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Indian law. The courts at Goa, India, shall, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, and the parties submit to the exclusive jurisdiction of such courts.

17. General

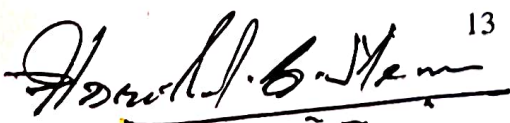
17.1 Amendment: No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

17.2 Relationship of Parties: Nothing in this Agreement MOU shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other for any purpose.

17.3 Non-Exclusivity: The relationship of the Parties under this understanding shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind.

17.4 Severability: If any court of competent jurisdiction determines that any provision of this MoU is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

17.5 Status: This Mou is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.


Harold B. Stearns¹³


P. Ramakrishna



17.6 Notices: Any demand for payment, notice, or other communication required to be made or given by either Party to the other Party shall be sufficiently made or given if sent by that Party to the other Party by Registered Post Acknowledgement Due / by Courier at the addresses of the Parties mentioned herein above. Any change in address shall be notified by each Party to the other.

17.7 GU undertakes to abide by all the applicable rules, regulations and bylaws laid down by any competent authority or any other relevant/authorised authority and/or department and that the GIM shall not be held responsible for any lapse on part of GU in this regard and vice versa.

17.8 The Parties herein expressly agree that amount of stamp duty/registration charges if any payable in respect of this MoU shall be borne and payable born by GU.

17.9 The Parties hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this MoU, that they and their Representatives shall not pay, offer or promise to pay, or authorise the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this MoU. Parties shall comply with applicable anti-bribery laws.

H. B. M. 14

[Signature]

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17.10 Entire Agreement MOU: It is mutually acknowledged and understood that this Agreement MOU constitutes the entire Agreement MOU of the Parties with respect to the GIM student project program and would supersede all oral and written understandings and agreements with respect thereto including collateral agreements MOU or any negotiations, discussions, understandings governing the terms, validity, interpretation, performance and/or enforcement of this Agreement MOU..

Frank B. Stem 15

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IN WITNESS THEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN BY SUBSCRIBING THEIR HANDS EITHER THEMSELVES FOR THROUGH THEIR AUTHORISED REPRESENTATIVES

FOR & ON AND BEHALF OF
Goa Institute of Management

FOR & ON AND BEHALF OF
Goa University


28/1/25

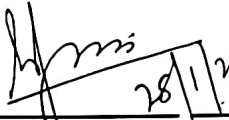
Prof. Ajit Parulekar
Director
Goa Institute of Management


28/1/2025

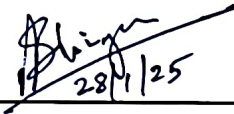
Prof. Sunder N. Dhuri
The Registrar
Goa University

Witness 1

Witness 1


28/1/25


Prof. Sebastian Morris
Senior Professor & Chair,
Centre for Public Policy &
Governance (CPPG), GIM.


28/1/25

Dr. Alaknanda Shringare
Associate Professor
Vice Dean (Research)
MPSLGPP, Goa University

Witness 2

Witness 2


28/01/2025

Prof. Kingshuk Sarkar
Associate Professor
Chair General Management
Public Policy Area, GIM


28/1/2025

Ms. Vaibhavi Rane
Assistant Professor
Programme Director
MPSLGPP, Goa University

