

JAMES COOK UNIVERSITY
ABN 46 253 211 955

AND

GOA UNIVERSITY

MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING is made on the day of December 2020.

BETWEEN **JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate established under the *James Cook University Act 1997* (Qld) of 1 James Cook Drive, Townsville, 4811 in the State of Queensland

(in this MOU called "**JCU**")

AND

GOA UNIVERSITY, established under the Goa University Act of 1984 (Act No. 7 of 1984) enacted by the Legislative Assembly of Goa, and having its official address at Goa University, P.O. Goa University, Taleigao Plateau, Goa, India, PIN - 403206

(in this MOU called "**GU**")

1. STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 1.1 This document is not intended to be legally binding.
- 1.2 This document may be the basis for the preparation of formal contracts or agreements between the parties. For the purpose of implementing each specific contract or agreement activity, both institutions shall prepare the necessary documentation which shall be the object of a Specific Agreement/Contract, to be executed by the concerned parties.
- 1.3 The parties do not intend to enter into any legal relationship unless and until such formal contracts or agreements are executed.

2. OBJECTIVES OF THE PARTIES

- 2.1 GU and JCU desire to work together to expand cooperation and the exchange of ideas in areas of mutual interest.
- 2.2 GU and JCU's main objective is to establish an academic, scientific and cultural cooperation between both Universities, in all the fields of common interest.

3. AIMS OF PARTIES

With the purpose of achieving the intended objective in the previous clause, both Universities agree to develop joint projects, aiming:

- 3.1 To develop research in specific fields, enclosed in due time in addenda to this agreement, in order to put in force the effects.
- 3.2 The exchange of students and faculty of both institutions, aiming their academic and professional qualifications;
- 3.3 The participation in applications to international programmes with the purpose to strengthen the relations of cooperation, namely, in terms of students, researchers and faculty mobility;

- 3.4 The promotion and implementation of studies, projects, research and other related activities;
- 3.5. The organization and implementation of seminars, talks, meetings, panels and other events; and
- 3.6 To facilitate the conditions for sharing journal articles, scientific reports and results, needed to the development of research jointly established.

4. COORDINATION AND MANAGEMENT

- 4.1. To fulfil the aims of this MOU the parties shall each appoint a coordinator to develop and manage the joint activities undertaken, specific details of which will be set out in formal agreements. Any such formal agreements shall include:
 - (a) the responsibilities of each party;
 - (b) a schedule of the specific activity;
 - (c) a budget and sources of finance for each activity; and
 - (d) management details for the conduct of each activity.

5. DURATION AND TERMINATION

- 5.1. This MOU shall become effective on the date this document is executed by the parties and shall remain in force for a period of five (5) years.
- 5.2. The MOU may be renewed upon mutual written consent at least 6 (six) months prior to the date of termination. The revised, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement or Contract.
- 5.3. Either party may at any time terminate the MOU by the giving of 90 days written notice.

6. RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Nothing contained in this document shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.

7. NOTICES

- 7.1 Any notices, or any form of communication between the parties to this MOU shall be in writing and shall be considered to have been served:
 - (a) in the case of delivery by hand, on the day of the delivery;
 - (b) in the case of delivery by post, on the 7th business day after posting;
 - (c) in the case of communication by facsimile, upon the sender receiving a transmission report confirming the successful transmission of that facsimile; and
 - (d) In the case of communication by email, at midday on the day following the successful despatch of the message.

8. VARIATION

- 8.1 This MOU may be varied or amended by mutual consent of the parties, in writing, and such variation or amendment shall become part of this MOU upon the giving of that consent.

9. SETTLEMENT OF DISPUTES

9.1 Any disputes regarding the interpretation or application of the present document will be settled by agreement of both the parties, with the intervention of the respective representatives, in order to provide the right interest of the parties concerned

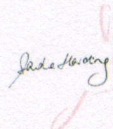
10. Execution

10.1 The parties may execute the MOU in two (2) counterparts of equal form, and each party may receive and/or exchange with each other an executed copy thereof.

SIGNATURES OF PARTIES

EXECUTED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature:

 Digitally signed
by Sandra
Harding
Date:
2020.12.11
13:59:11 +10'00'

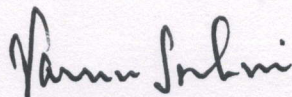
Name: Sandra Harding

Position: Vice Chancellor and President

And

EXECUTED for and on behalf of **GOA UNIVERSITY**
by an authorized officer:

Signature:



Name: Professor Varun Sahni

Position: Vice Chancellor

**VICE CHANCELLOR
GOA UNIVERSITY**