

DATE DECEMBER 1, 2016

**UNIVERSITY OF PORTSMOUTH HIGHER
EDUCATION CORPORATION**

AND

SHIVAJI UNIVERSITY, KOLHAPUR

MEMORANDUM OF UNDERSTANDING

This Agreement is between:

- (1) University of Portsmouth Higher Education Corporation, whose address is at University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom, (hereinafter referred to as "PM"); , and
- (2) Shivaji University, whose address is at Vidyanagar, Kolhapur- 416 004. Maharashtra, India, (hereinafter "SU");

each a "Party" together the "Parties".

1. Background

This Memorandum of Understanding ("MOU") is intended to explore the possibility of multiple collaborations in education and research across each Party ("the Project").

Project: "PM-SU Joint Research Centre"

Areas of Mutual Interest for the Project:

- Twenty-first century British and American literature
- Materials Science
- Applied Geosciences
- Information and Communication Technology
- Environmental Sciences
- Biotechnology, Biochemistry and Microbiology
- Renewable Energy
- Sports and Exercise Science
- Film, Media and Performing Arts
- Embedded and distributed systems
- Data curation, digital preservation and digital humanities
- Microeconomics and Applied Economics
- Innovative Teaching Learning practices
- Quality Issues in Higher Education

2. Objectives

- 2.1 The Parties will discuss the Project and its possible outcomes germane to the following activities:
 - 2.1.1 Collaboration with the Portsmouth University and Shivaji University;
 - 2.1.2 Development of joint research funding applications on areas of mutual interest;

- 2.1.3 Development and co-delivery of collaborative academic programmes;
- 2.1.4 Development and sharing of industrial, work and laboratory placement opportunities;
- 2.1.5 Collaboration in sharing best practices across:
 - 2.1.5.1 Research support
- 2.2 Each activity set out in clauses 2.1.1 to 2.1.5 will be subject to the Parties entering into separate agreements.

- 2.2.1 The Parties shall nominate individuals, as set out in the annex to this MOU, in order to liaise on the objectives.

3. Term and Termination

- 3.1 This MOU will commence on the date of last signature (the "Commencement Date"), and will expire in five years from the Commencement Date.
- 3.2 Either Party may terminate this MOU by giving at least three months' notice in writing to the other Party.
- 3.3 Upon expiry of this MOU each Party will deliver to the other all documents and all other materials (including, but not limited to, computer discs and other removable storage devices) made available to it in connection with this MOU.

4. Status

- 4.1 This MOU is not intended to be legally binding or construed as creating any legally enforceable rights or obligations between the Parties. The parties acknowledge that any formal collaboration will require the express formal approval of the specific authorising bodies and the duly authorised officers of both institutions.
- 4.2 Nothing in this MOU is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party. The Parties acknowledge that all or any financial arrangements must be negotiated and shall depend upon the availability of funds at the specific time.

5. General Provisions

- 5.1 The Parties agree to keep strictly confidential, other than to their advisers and as may be required by their respective regulatory bodies and statutes the terms of this MOU and all other confidential information (being related to the subject matter of this MOU).

5.2 The Parties acknowledge the merits of positive publicity but agree that neither Party should use the logo or any trademark of the other or make any media or public statement about the collaboration unless that has been agreed in advance by the other parties.


5.3 No person who is not party to this MOU will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5.4 No variation of this MOU will be valid unless it is in writing and signed by or on behalf of each of the Parties.

5.5 This MOU may be executed in any number of counterparts, each of which when executed and delivered, will be an original, and all the counterparts together will constitute the same instrument.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of University of Portsmouth Higher Education Corporation


Signature: 

Date: December 1, 2016

Name: Professor Pal Ahluwalia

Position: Pro Vice-Chancellor Research and Innovation, University of Portsmouth Higher Education Corporation, Portsmouth

Signed for and on behalf of Shivaji University, Kolhapur

Signature: 

Date: December 1, 2016

Name: Dr. V. D. Nandavadekar

Position: Registrar, Shivaji University, Kolhapur