

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between

MONASH UNIVERSITY ABN 12 377 614 012 acting through its Faculty of Information Technology of Wellington Road, Clayton, Victoria 3800, Australia

(Monash)

AND

THE APOLLO UNIVERSITY, a private University established under Andhra Pradesh Private Universities Establishment & Regulation Act No 3 of 2016, (Andhra Pradesh Gazette Notification No. 608/ G593, Dt. 03-11-2021), located at Murukambattu, Chittoor 517127 Andhra Pradesh, INDIA

(Apollo University)

(collectively, the Parties)

1. Background

- (a) Monash is a modern, global, research-intensive university, delivering education and research excellence in Australia and across the Indo-Pacific.
- (b) Apollo University is engaged in providing comprehensive health care focused education, and in healthcare-oriented research and innovation.
- (c) Monash and Apollo University have been in discussions to explore a collaboration (**Collaboration**) between the Parties in academic and research activities. Apollo University's Schools and Institutes operating in domains including, but not limited to, Health Informatics, Analytics, Health Sciences, Pharmaceutical Sciences, Information Technology and Engineering would engage with the Faculty of Information and Technology of Monash University and explore avenues of mutual interests for Collaboration. The key terms of the Collaboration are detailed in this MOU.
- (d) The Parties have agreed to enter into this MOU to detail their agreement with respect to the Collaboration.
- (e) The Parties agree to use the following protocols to govern their Collaboration on academic and research-related activities.

2. Purpose

The Parties agree that the purpose of this MOU is to outline the Collaboration between them in the areas set out below:

- (a) The Parties will exercise their rights and perform their obligations under this MOU in a co-operative, consultative and transparent manner.
- (b) The Parties will work together to operate within the principles specified in this MOU and to undertake appropriate joint planning and policy setting for the program.

3. Scope

The scope of the Collaboration on academic and research activities included in this MOU includes the following categories, each of which from time to time shall be referred to as a **Project**:

- (a) **Teaching:** Based on mutual discussions between the Parties on the timing, duration, facility and location, the following scope shall form a part of the Teaching Collaboration:
- (i) The group of experts of Monash University will provide an agreed number of education sessions to the students of The Apollo University on an annual basis.
 - (ii) Some of these sessions will be online and some in-country (in India).
 - (iii) The Apollo University will support the experts of Monash University for their stay and accommodation during their engagement at Chittoor. Monash University FIT provides a modest travel budget that can be called upon by its staff travelling to India. Beyond that however, details regarding expenses will be subject to mutual discussion on a case-by-case basis.
 - (iv) The content and the modus operandi of delivery will be designed and developed as per the needs of the day and as mutually discussed between the Parties.
 - (v) All the courses delivered by Monash will be certifiable (via a completion certificate for each participant). The course completion certificate may be issued jointly by Monash and Apollo University to facilitate recognition as course credits and their recognition towards The Apollo University Degree. In the event that any certification of a course is proposed to be withdrawn, Monash shall provide prior intimation of the same to Apollo University, and Apollo University at their sole discretion shall have the right to suspend the said course.

For the purpose of undertaking any of the above Projects under Teaching, the Parties must enter into a Statement of Work (**SOW**) which shall carry the details of the Project including the scope of Project, duration, location, details of the facilities, topics of the session etc., and the SOW shall be executed based on mutual agreement between the Parties from time to time.

(b) **Student Mobility and Engagement**

- (i) Students of Apollo University can complete 4-6 months of Projects at Monash University in the fields of Digital Health or Health Analytics.
- (ii) Students will not be charged for the content or assessment of the Projects/dissertations, and in case of any other charges proposed to be levied on the students, Monash shall provide sufficient prior intimation of the same to enable Apollo University to communicate the same to the students.
- (iii) Monash will assist the students of Apollo University with the visa process and paperwork, around accommodation, and provide any other relevant assistance as may be required from time to time.
- (iv) Students will have to pay for travel, accommodation and living expenses in Melbourne, and Monash shall provide in advance an estimate of the same to the extent that such an estimate can be provided in advance.
- (v) After the completion of the Project work, the students will each be provided a letter of certification of Project completion on Monash University letterhead by the lead Monash University Project supervisor.
- (vi) Mobility of students of Monash University to The Apollo University, India for academic and research engagements can be facilitated.

For the purpose of undertaking any of the above Projects under Student Placements, the Parties must enter into an SOW which shall carry the details of the Project, including the scope of the Project, its duration and location, the number of Student Placements, details of the facilities, etc. The SOW shall be executed based on mutual agreement between the Parties from time to time.

(c) **Events**

- (i) The Parties seek to establish a regular multinational Health AI event where they share research and operational outcomes, and common problems and challenges, amongst participants.
- (ii) The Parties will contribute - in material terms - to the running of such an event on an annual basis and the terms of such events to be conducted shall be mutually agreed in writing by the Parties.

4. Representatives

- (a) Monash: Prof Chris Bain chris.a.bain@monash.edu
- (b) Apollo University: Dr Satyanarayana Rentala profsr@apollouniversity.edu.in
Dr Sujoy Kar drsujoy_k@apollohospitals.com

5. Duration of MOU - 5 years from the date of signing of this MOU, unless terminated earlier pursuant to Clause 10 below.

6. Implementation

To implement this MOU, the following is mutually understood:

- (a) Proposals for collaborative work under this MOU will be submitted for approval through the normal procedures of each Party. Once the proposals are finalised, the Projects can be confirmed through SOW or agreements, per the requirement. Such agreement will include operational details such as engagement modes, roles, responsibilities and financial aspects.
- (b) Individual collaborative activities developed under this MOU will be the subject of separate agreements or SOWs in writing, which shall be valid and binding once both Parties execute the same.
- (c) The final approval of any activity will depend on the availability of the guaranteed support funds.
- (d) Each Party is liable for its own acts and omissions under this MOU including, for the prevention of doubt, any liability to a third party arising from its acts or omissions.
- (e) The Parties shall make all necessary disclosures that are relevant for the other Party to proceed with a Project and provide necessary local assistance if so required.
- (f) Any SOW, validation agreement, collaboration agreement and other long form agreement executed by the Parties to give effect to the Projects under this MOU shall be referred to as a "Definitive Agreement".

7. Confidentiality

- (a) Each Party may use the confidential information of the other Party only in accordance with the non-disclosure agreement (NDA) which the Parties must enter into for the purposes of this MOU.
- (b) Each Party's obligations under this Clause 7 will survive termination of this MOU and will continue per the survival terms set out in the NDA or in any Definitive Agreement as may be executed between the Parties.

8. Privacy

The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations that Party has at law.

9. Non-binding

This MOU is not intended by the parties to be legally binding. As per Clause 6 of this MOU, only any Definitive Agreement(s) entered into by the Parties for a Project(s) will bind the Parties by the terms and

conditions contained therein. Furthermore, nothing in this MOU prevents either Party from entering into collaborative arrangements with other organisations covering the same subject matter.

10. Foreign Relations Act

Apollo University acknowledge that under the *Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth) (Act)*, Monash may be required to give details of this Agreement and any subsidiary arrangement to the Australian Minister for Foreign Affairs, and that the Minister may declare an arrangement with a foreign entity to be invalid and unenforceable, required to be varied, or terminated if the Minister believes the arrangement may adversely affect Australia's foreign relations or be inconsistent with Australia's foreign policy. Notwithstanding any other clause in this Agreement, Monash shall not be liable to Apollo University in respect of any loss or damage arising directly or indirectly from a decision of the Minister under the Act, or anything done or not done by Monash to comply with the Act, and shall be released from compliance with its obligations under this Agreement to the extent that such compliance would be inconsistent with the Act or the Minister's decision.

11. Commencement, renewal, termination and amendment

- (a) This MOU is effective as of the date of signing by the appropriate officer of the last Party to sign.
- (b) This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated earlier by a Party giving at least 60 (sixty) days' notice to the other Parties in writing.
- (c) The MOU may be amended or extended by mutual consent in writing of the two Parties.
- (d) If this MOU were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.
- (e) Upon the expiry/termination of this MOU, all Definitive Agreements shall stand terminated unless otherwise mutually agreed between the Parties that a specific Definitive Agreement(s) will continue for the Term(s) set out therein. It is further clarified that the termination of one Definitive Agreement, as distinct from termination of this MOU, shall not automatically terminate all other Definitive Agreements unless otherwise agreed by the Parties.
- (f) In case of termination of this MOU and/or any Definitive Agreements, the Parties shall return all confidential information of the respective Party or Parties that is in their possession subject to the terms of any Non-Disclosure Agreement (NDA) and/or Definitive Agreement(s) signed by the Parties.

12. Electronic Signing & Counterparts

- (a) Each Party agrees that this MOU may be executed by electronic signature (regardless of the form of electronic signature utilized), and that this method of signature is conclusive of the Parties' intentions in respect of this MOU as if physical signing had occurred.
- (b) This MOU may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes the agreement of each Party who has executed and delivered that counterpart. Each Party may communicate its execution of this MOU by successfully transmitting an executed copy of the MOU by an electronic method to each Party.

13. Conflict

In the event of any conflict between a Definitive Agreement(s) and the MOU with respect to a particular subject matter, because the MOU is not legally binding, the terms of the Definitive Agreement(s) shall prevail to the extent of the conflict unless otherwise specifically agreed to in writing by the Parties.

14. Further Assurance

From time to time, as and when reasonably requested by a Party or Parties, the other Party or Parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as the other Party or Parties may deem necessary to give effect to the terms of this MOU.

15. Notices

All notices, approvals, instructions and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly received when (a) delivered personally to the recipient, or (b) delivered to the recipient by registered post and addressed to the intended recipient as set forth in the Parties Clause above, or (c) successfully transmitted by an electronic method. Any Party hereto may designate a different address by a notice similarly given to the other Parties.

16. Entire MOU

This MOU constitutes the entire understanding between the parties as to the subject matter hereof and supersedes all prior discussions, and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

Signed for and on behalf of	
Monash University by its authorized representative:  Signature Print Name: PROF. ANN E. NICHOLSON FTSE Title: DEAN, FACULTY OF INFORMATION TECHNOLOGY Date: 09/11/2023	The Apollo University by its authorized representative:  Signature Print Name: PROF. POTHARAJU MALASANI Title: REGISTRAR Date: 1/12/2023

