



MEMORANDUM OF UNDERSTANDING
between
CQUniversity Australia
and
The Apollo University, India

1. Purpose of this document

- 1.1 This Memorandum of Understanding (MOU) outlines the relative intentions of both CQUniversity Australia of 554-700 Yaamba Road, Norman Gardens, Queensland, Australia and The Apollo University, Saket, Murukambattu, Chittoor 517127, Andhra Pradesh State, India, to develop links under the principles of mutual understanding, mutual benefits, common interest, shared goals and mutually complementary activities.
- 1.2 This MOU is not a legal agreement; however all parties commit to using their best endeavours to achieve its purpose.

2. Objectives

- 2.1 Each institution pledges to cooperate in a spirit of mutual understanding and to develop a closer relationship of goodwill and friendship.
- 2.2 Each institution will share information with the other to help promote mutual understanding, and each will respect the confidentiality and intellectual ownership of this information.
- 2.3 On the basis of close cooperation, each institution will undertake work to facilitate joint education projects and other agreed upon scholarly activities which may include, but are not limited to
- i. Collaborative applications for grants and funding
 - ii. Collaborative research and supervision of higher degree candidates
 - iii. Collaborative and joint delivery of award courses (programs)
 - iv. Qualification recognition and articulation arrangements
 - v. Study tours and summer schools
 - vi. Student and staff exchange
- 2.4 Each institution will respect the name and high reputation of the other, and will consult with the other regarding any publicity or external reference to this MOU.

3. Period of arrangement

- 3.1 This MOU shall commence on the date of its execution by the last to sign of CQUniversity Australia and The Apollo University, India, and shall remain in force for a period of up to three (3) years (with a review to be undertaken every 12 months). This MOU is valid until the completion of the latest definitive agreement entered between the parties, if that agreement was to end after the three (3) year term. If the MOU remains dormant for a 12-month period, it will be deemed to have lapsed. Dormant MOUs can only be renewed subject to reaching a definitive agreement on the detailed nature of cooperation as described in 4.3.
- 3.2 The MOU may be renegotiated at any time during the period of the arrangement.
- 3.3 Any changes to the MOU must be documented with copies of the changes provided to both parties.

4. Agreement between parties

- 4.1 Nothing in this MOU shall be construed as creating any legal relationship between the parties; its provisions do not create rights, obligations or duties for either party, with the exception of clause 5 of this MOU which is legally binding upon the parties. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation.
- 4.2 This MOU shall not prejudice any rights and obligations of either party in any international agreements or conventions.
- 4.3 If the parties do determine that they will enter into a specific project or agreement together, these will be the subject of contractual arrangements to be determined and agreed upon between them with each project or agreement forming a "Schedule" attached to this MOU.

- 4.4. CQUniversity Australia and The Apollo University, India acknowledge that, in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home institution.
- 4.5. The parties may form a Steering committee and appoint program co-ordinators to assist in achieving the object of the MOU from time to time, if relevant.
- 4.6. The institution representatives responsible for this MOU are Prof. Nick Klomp, Vice-Chancellor and President in conjunction with the International Directorate of CQUniversity Australia and Prof. M. Potharaju, Registrar, The Apollo University, India.

5. Foreign Relations

- 5.1 In this clause, Foreign Arrangements Scheme means the scheme created by the Foreign Relations (State and Territory Arrangements) Act 2020 which ensures that arrangements between Australian State and Territory governments (and their entities) and foreign government entities do not adversely affect Australia's foreign relations and are not inconsistent with Australia's foreign policy.
- 5.2 CQUniversity, as a public Australian University, is subject to the requirements of the Foreign Arrangements Scheme.
- 5.3 The Foreign Arrangements Scheme requires CQUniversity to notify the Department of Foreign Affairs and Trade (DFAT) if it:
- proposes to enter into an arrangement with a foreign entity; and
 - has entered into an arrangement with a foreign entity.
- 5.4 This MOU is subject to the Minister for Foreign Affairs on behalf of DFAT determining that this MOU is compatible with Australia's foreign relations and policy.
- 5.5 If the Minister for Foreign Affairs declares that the arrangement under this MOU is invalid, unenforceable and/or must be terminated, then this MOU will be at an end with immediate effect by CQUniversity giving written notice The Apollo University, India and providing evidence received from the Minister.
- 5.6 If the MOU is terminated pursuant to clause 5.5 The Apollo University, India will not have any recourse against CQUniversity for any losses, liabilities, charges, costs or expenses that may result from the termination.

6. Use of Name

Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use, other than the fulfillment of obligations under this MOU.

7. Authority

Each party hereby represents, warrants and certifies to the other party that it has authority to enter into this MOU and lawfully receive the disclosures contemplated hereby under all international, national, state and local laws.

8. Confidentiality

The parties agree that each shall keep in confidence, and not to disclose or use for its own benefit or for the benefit of any third party any information, documents, or materials, or the details, except as may be required for the achievement of the object under this MOU or as may be required by law. Any obligation of confidentiality shall not extend to anything in the public domain or that was in the possession of either party prior to disclosure. The information could be shared on a need-to-know basis with its personnel to fulfill the obligations under this MOU.

Safeguard: The Recipient agrees to take adequate precautions (which shall be at least as stringent as those used by the Recipient with respect to its proprietary materials and, in any event, no less than reasonable), including the establishment of appropriate procedures and disciplines to safeguard the confidential nature of the Disclosing Party's Confidential Information;

Copying Confidential Information: The Recipient shall not make, or permit to be made, except in furtherance of the purposes set forth in this MOU, any copies, abstracts or summaries of any of Disclosing Party's Confidential Information. The Disclosing Party shall retain title to all such documents and copies thereof.

Return of Confidential Information: Upon the written request of the Disclosing Party, the Recipient shall direct any person to whom Confidential Information is given to fulfil the obligations under this MOU to destroy all Confidential Information within its (or their) possession (including all copies thereof), and shall confirm such destruction in writing upon the written request of the Disclosing Party. Any Confidential Information that is not returned or destroyed, including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this MOU. Whether or not any Proposed Transaction is consummated between Recipient and Disclosing Party shall in no way affect the covenants of Recipient as set forth in this MOU.

9. Severability

The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

10. Notices

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this MOU shall be in writing and shall be delivered by hand or sent postage prepaid, by registered, certified or express mail and shall be deemed given when so delivered by hand, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party or any electronic mean to the designated person of the party.

11. Dispute Resolution

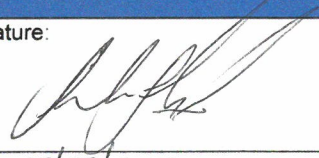
The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. The Venue for mediation will be decided on mutual consent between the parties from time to time.

12. Entire MoU

This MoU constitutes the entire understanding between the parties as to the subject matter hereof and supersedes all prior discussions, MoUs and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This MoU may subsequently be modified only by a written document executed by both parties.

13. Signatories

This Memorandum of Understanding was agreed between:

CQUniversity Australia	
Signature: 	Signature: 
Date: 30 August 2023	Date: 08/08/2023
Name: Prof. Nick Klomp	Name: Mr. Shehan Thampapillai
Position: Vice-Chancellor and President	Position: Director, International
The Apollo University, India	
Signature:  REGISTRAR The Apollo University	Signature:
Date: Murukambattu, Chittoor-517127 A.P.	Date:
Name: Prof. M. Potharaju	Name:
Position: Registrar	Position:

