

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NEW SOUTH WALES
AND
THE APOLLO UNIVERSITY

1. INTRODUCTION

The University of New South Wales, Sydney, Australia (hereafter referred to as UNSW) and The Apollo University, Murukambattu, Chittoor, Andhra Pradesh, India (hereafter referred to as TAU), believing the extension and strengthening of scientific exchange and co-operation to be of mutual value to their universities and to the development of understanding between our peoples, hereby record their intentions to renew their academic and educational exchange between their universities through the following activities.

2. STAFF EXCHANGE

a) Exchange of Academic Staff

The two universities may nominate members of their academic staff to participate in an exchange for the purpose of study or lecturing in the other university on a reciprocal basis. Each nominated academic staff member's participation is subject to approval by the host university. The host university will provide a university appointment, library and research facilities, and other assistance as far as possible. The Home University will pay each participating academic staff member's full salary during the period of the exchange. The Host University will endeavour to assist each visiting academic staff member in locating living accommodation.

b) Visiting Academic Staff

In addition to the reciprocal staff exchanges, either university may invite faculty members of the other university for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the Home University. In such cases the Host University shall make appropriate funding arrangements, which are to be agreed in advance with the Home University.

c) Visiting Research Fellows

Either university may nominate one or more of its faculty to visit the other university for the purpose of advanced study or research, subject to the prior the approval of the Host University. In such cases, the Home University will provide the faculty member with his or her normal salary based on the Home University's regulations. The Host University will provide institutional courtesies, library and research facilities and an appropriate university position.

3. STUDENT MOBILITY

Each university may investigate suitable programs to enable mobility of undergraduate and postgraduate coursework students.

4. COOPERATIVE RESEARCH

Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The cost and conditions of such agreements will be negotiated individually.

5. EXCHANGE OF ACADEMIC MATERIALS

Each university may exchange all relevant materials, such as those relating to the library. The libraries may also exchange reference materials for research purposes.

6. TERMS OF CO-OPERATION

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

Any such agreement entered into, as outlined above, will form an Appendix to this Memorandum of Understanding. The designated UNSW Liaison Officer will provide the details and evidence of any such agreement to UNSW International for record as an Appendix.

All activities under this Memorandum of Understanding shall be in accordance with the regulations and policies of either university.

This Memorandum of Understanding is meant to describe the nature of the co-operation between the parties and not intended to be a legally binding document. Nothing therefore shall diminish the full autonomy of either party, nor will any constraints be imposed by either upon the other carrying out this Memorandum of Understanding.

This Memorandum of Understanding does not result in any financial obligation. Each university will be responsible for seeking funds to support its involvement in the activities contemplated under this Memorandum of Understanding, and all such activities will be dependent upon the budgetary appropriations of the parties.

7. CO-ORDINATION OF THE EXCHANGE

Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon.

Through these offices, either party may initiate proposals for activities and specific details of any such activities will be set forth in a letter of agreement.

8. DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute arising out of or relating to this agreement through discussion and negotiation between the representatives from each university named in this agreement. Should the representatives fail to resolve the dispute within 30 days of the dispute being notified by a party, the parties shall refer the dispute to senior officers of each university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set

out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

9. AUSTRALIA'S FOREIGN RELATIONS (STATE AND TERRITORY ARRANGEMENTS) ACT 2020

- 9.1 Unless otherwise indicated, the terms used in this clause 9 have the meaning given to them in Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (the **Act**).
- 9.2 If UNSW reasonably determines that this Agreement is a foreign arrangement" or "subsidiary arrangement" under the Act, then notwithstanding any other provision of this Agreement:
- a) UNSW may give a notice in respect of this Agreement (and any other arrangement contemplated by this Agreement) to the Minister under the Act, and as a result information about this Agreement will appear on a publicly available Register;
 - b) If (whether or not UNSW has notified the Minister of this Agreement) the Minister makes a declaration under the Act in respect of this Agreement:
 - (i) UNSW may take all actions which UNSW reasonably determines to be necessary to ensure UNSW's compliance with the Act and with the declaration made under the Act (including ceasing to perform this Agreement in whole or in part); and
 - (ii) TAU must, at its own cost, promptly cooperate with UNSW to do all things reasonably necessary to give effect to the declaration and to the actions taken by UNSW as referred to in paragraph (b)(i) including, without limitation, negotiating in good faith with UNSW to enter into a variation required by the declaration; and
 - c) UNSW will not be in breach of this Agreement and will not have any liability to TAU or to any other person claiming through TAU as a result of any actions referred to in paragraph (b)(i) or otherwise as a result of the declaration, including any failure to fulfill its obligations under this Agreement as a result of the declaration, and TAU releases and discharges UNSW (and its officers, employees and agents) from any liability in connection with, the actions taken by UNSW to comply with the Act.
- 9.3 The parties acknowledge and agree that if it is proposed to vary this Agreement, the above provisions will apply equally to the variation, as if references above to "this Agreement" were references to the variation agreement.

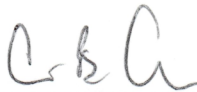
10. RENEWAL, TERMINATION AND AMENDMENT

- a) This Memorandum of Understanding becomes effective on the date of the last signature signed below will continue in full force and effect for five (5) years from and including that date. After this initial five (5) year period, the Memorandum of Understanding may be extended for further five (5) year periods where both parties provide their prior written consent.
- b) This Memorandum shall supersede any previous general Memorandum of Understanding between the two institutions.
- c) This Memorandum of Understanding may be terminated by either party, provided that written notice of the intention to terminate is given by the terminating party to the non-terminating party at least six (6) months prior to the proposed termination date.
- d) This Memorandum is drawn up in duplicate in English and each party to the Memorandum shall retain one (1) copy.
- e) This Memorandum of Understanding may be modified or altered by written agreement signed by an authorised representative of each of The University of New South Wales and TAU.

The individuals with authority to sign this Memorandum of Understanding on behalf of their universities are the Deputy Vice-Chancellor Global of the University of New South Wales, Australia and the Vice Chancellor of The Apollo University, Murukambattu, Chittoor, Andhra Pradesh, India.

For and on behalf of

The University of New South Wales



Professor Colin Grant
Deputy Vice-Chancellor Global

For and on behalf of

The Apollo University



Professor H Vinod Bhat
Vice Chancellor

Date 23rd August 2023

Date 24.08.2023