

Memorandum of Understanding

The University of Newcastle, Australia

and

The Apollo University, Chittoor, India

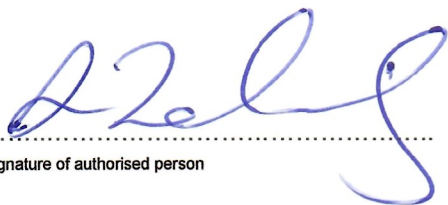
Details

University	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
Organisation	The Apollo University , established under Andhra Pradesh Private Universities (Establishment & Regulation) Act, 2016 vide Andhra Pradesh Gazette Notification No. 608/ G593, Dt. 03-11-2021, having its campus at The Apollo Knowledge City, Saketa, Murukambattu - Post, Chittoor - District, Andhra Pradesh – 517127, and a division of Apollo Hospitals Educational & Research Foundation, Hyderabad
Commencement Date	17 February 2025
Completion Date	31 December 2029
Objectives	To facilitate and promote cooperation between the two parties by: 1. Exploring Joint Research Opportunities between the University of Newcastle, Australia and The Apollo University, Chittoor, India; 2. Commencing Articulation mapping and postgraduate pathways for The Apollo University graduates to attend relevant University of Newcastle, Australia degree programs in Newcastle and Singapore.
University Responsibilities	The University will liaise with The Apollo University to discuss opportunities for formalising arrangements between the University and The Apollo University in relation to the above objectives and any other activities agreed upon in writing by both parties.
Organisation Responsibilities	The Apollo University will liaise with the University to discuss opportunities for formalising arrangements between the University and The Apollo University in relation to the above objectives and any other activities agreed upon in writing by both parties.
University Representative	Dr Gurpreet Singh Director – South Asia University of Newcastle NSW 2308 Australia Telephone: +91 9619 333093 Email: gurpreet.singh@newcastle.edu.au
Organisation Representative	Prof M Potharaju Registrar The Apollo University Saketa, Murukambattu Chittoor

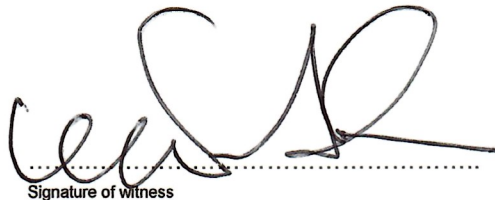
	Andhra Pradesh 517127 Telephone: +91 8572 246544 ext. 250 Email: registrar@apolouniversity.edu.in
Special conditions	NIL

Execution

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:



Signature of authorised person



Signature of witness

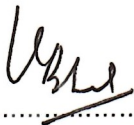
Prof Alex Zelinsky
Vice Chancellor and President
University of Newcastle
Name of authorised person

KENT ANDERSON
Name of witness

Date:

19 Feb 2025

Executed by an authorised person of **The Apollo University** in the presence of:



Signature of authorised person



Signature of witness

Dr Vinod H Bhat
Vice-Chancellor
The Apollo University
Name of authorised person

Dr. S. Prathap Chandran
Name of witness

Date:

17th February, 2025

1. Operation of this Memorandum of Understanding

1.1 Term

This Memorandum of Understanding comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

1.2 Not binding

The parties agree that this Memorandum of Understanding only expresses the intention of the parties, and is not binding and does not create any legally enforceable obligations between the parties.

1.3 Special conditions

If the Details of this Memorandum of Understanding set out any special conditions, those conditions are incorporated into and form terms of this Memorandum of Understanding.

2. Roles and Responsibilities

2.1 Objectives

- (a) The parties agree to work together to achieve the Objectives by performing their respective responsibilities set out in the Details.
- (b) The parties will be open, honest, cooperative and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

2.2 Risk

- (a) The parties agree to work together to monitor and report on any risks that arise in relation to the Organisation Responsibilities, the University Responsibilities and the Objectives.
- (b) Each party is responsible for managing its own risks in relation to the matters arising under this Memorandum of Understanding, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this Memorandum of Understanding.

3. Communication and Cooperation

3.1 Communication

The parties agree to regularly liaise with each other about the performance of the Objectives.

3.2 Sharing of information

- (a) The parties agree to share information as reasonably required to achieve the Objectives.
- (b) The parties agree to keep all information in relation to this Memorandum of Understanding confidential.

- (a) The parties agree that the information share under this MOU will not be used for any purpose other than to fulfil the obligations mentioned in this document, and without prior consent of the disclosing party.

3.3 Resolving Conflicts

The parties agree to attempt to resolve all issues and disputes amicably and to seek mediation where appropriate before seeking to terminate in accordance with clause 5.2.

4. Expenses

- (a) A party may not commit the other to any cost, expense or obligation without the written consent of that party.
- (b) Each party will be responsible for any cost, expense or obligation necessary to their achievement of the Objectives.

5. Other Matters

5.1 Intellectual Property

Intellectual Property owned by the Parties before, during and after the subsistence of this Agreement shall remain their own and no infringement shall be caused to the same owing to the existence of this Agreement between the Parties. The parties agree that Intellectual Property will not be used without prior written consent by the other Party.

5.2 Termination

Either party may terminate this Memorandum of Understanding by giving the other party 30 days written notice.

5.3 Formal Agreement(s)

The Parties shall act in good faith toward negotiating and executing any agreements that may be required to progress collaborative efforts and arrangements between the Parties.

5.4 Not binding

Except with regards to terms concerning Confidentiality & Intellectual property, this document is a statement of the Parties' intentions at the date of this Memorandum of Understanding and is not intended to create a contractual relationship or be legally binding. Should specific joint activities arise as a result of further discussions, details will be set forth in separate agreement(s), to be signed at the appropriate time by the authorized representatives of the Parties.

5.5 Amendment

This Memorandum of Understanding may not be modified, amended or otherwise varied except in writing and signed by the authorized representatives of the Parties.

6. Definitions

Documentation means any note, plan, sample, model, pattern, certificate, instrument, licence, agreement, document evidencing approval, memorandum, correspondence, record, report,

teaching, study or education material, curriculum, financial information, operating, maintenance or other manual, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, software, circuit, circuit layout, drawing, specification, material and any other means by which information or data of whatever nature may be stored or reproduced.

Intellectual Property means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

Law means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.

Materials means any tangible or intangible thing (including any Documentation) provided by one party to the other in relation to this Memorandum of Understanding which contains a party's Intellectual Property or confidential information.