

## Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is dated

2018

### Parties

- 1) **University of Reading** (an independent corporation with charitable status established by Royal Charter with number RC000665) of Whiteknights, PO Box 217, Reading, United Kingdom, RG6 6AH; and
- 2) **Shoolini University of Village & Post-Sultanpur, Distt.-Solan, (H.P.)-173229, INDIA**

### 1. Background and Purpose

- 1.1. The Parties wish to enter into discussions into the potential collaboration in higher education teaching and research.
- 1.2. In furtherance of this objective, the Parties agree to co-operate in order to:
  - 1.2.1. Foster opportunities for collaborative research, publications and colloquia
  - 1.2.2. Promote staff and postgraduate research student exchanges for the purpose of personal and professional development
  - 1.2.3. To facilitate the admission of qualified students from one Institution to the other for the purpose of enrolling in undergraduate and graduate programmes
  - 1.2.4. Develop taught student exchange links to undergraduate/graduate students.
  - 1.2.5. Develop taught programmes
  - 1.2.6. Exchange of academic materials and publications
  - 1.2.7. Provide cultural and intellectual enrichment opportunities for staff and students of both parties
  - 1.2.8. Provide opportunities for attendance on International Summer School and other short courses at the respective partners
- 1.3. Any collaboration or arrangement that arises as a result of the discussions envisaged by this MOU will be the subject of a separate agreement.
- 1.4. With the exception of the provisions relating to Confidentiality detailed at Clause 5 and Intellection Property detailed at Clause 6, the MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the MOU. The Parties enter into the MOU intending to honour all their obligations.

## **2. Charges**

- 2.1. Unless agreed otherwise in writing, the Parties shall each bear their own costs and expenses incurred in relation to the subject matter of the MOU.

## **3. Term and Duration**

- 3.1. The MOU shall commence on the date of signature by both Parties and shall continue for a period of five years, at which point it can be renewed or will terminate automatically.
- 3.2. Either Party may terminate the MOU prior to the end of its period of operation by giving at least three months' written notice to the other Party.

## **4. Data Protection**

- 4.1. If the Parties wish to share any personal data during collaboration discussions, they agree that they will first enter into a separate data processing agreement to ensure compliance with applicable data protection and privacy legislation and each Party's requirements.

## **5. Confidentiality**

- 5.1. For the purposes of the MOU, "Confidential Information" shall mean confidential or sensitive commercial, financial, marketing, technical, or other information, know-how, Intellectual Property, or trade secrets relating to one of the Parties, in any form or medium, whether disclosed orally or in writing before or after the date of the MOU in relation to a potential collaboration, together with any reproductions of such information in any form or medium or any part thereof.
- 5.2. Neither Party will use or disclose the other Party's Confidential Information other than as permitted by the MOU or expressly agreed in writing by the disclosing Party.
- 5.3. A Party may use the other Party's Confidential Information strictly for the purposes of assessing the merits of a potential collaboration only and may disclose the other Party's Confidential Information only to those persons strictly necessary for the purpose of assessing the merits of a potential collaboration and provided it procures that the confidentiality obligations in the MOU are observed by (and that confidentiality agreements are in place with) all those that it discloses the other Party's Confidential Information to.
- 5.4. The provisions of this paragraph shall not apply to:
  - 5.4.1. Any information that is in the public domain at the date of the MOU, or which subsequently comes into the public domain after the date of the MOU other than by breach of the MOU or other confidentiality agreement;
  - 5.4.2. Any information already in the possession of a Party at the date of the MOU other than under an obligation of confidentiality;