

DATED 10th December 2019

BIRMINGHAM CITY UNIVERSITY, UK

AND

SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING PAPPANAMCODE, THIRUVANANTHAPURAM, KERALA 695018

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 10th day of December 2019

BETWEEN

BIRMINGHAM CITY UNIVERSITY of University House, 15 Bartholomew Row, Birmingham, B5 5JU, UK

AND

SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING, Pappanamcode, Thiruvananthapuram, Kerala 695018 Hereinafter SCTCE

WHEREAS

(A) The Parties hereto, recognising the benefits of establishing international links, wish to strengthen the ties between their respective institutions by entering into this Memorandum of Understanding ("MoU").

NOW IT IS HEREBY AGREED

PURPOSE

1. The purpose of this MoU is to develop co-operation and promote mutual understanding and excellence in practice-based education, research and knowledge exchange between the Parties.

OBJECTIVES

- 2. In furtherance of this purpose the Parties agree to develop the following activities in areas of mutual academic interest:
 - 2.1 Identifying opportunities for conducting collaborative research and development
 - 2.2 Identifying opportunities for conducting lectures and seminars and organising symposia and conferences
 - 2.3 Promoting collaboration in fields of mutual interest
 - 2.4 Faculty & student exchanges, workshops, focus groups etc., as part of the impending collaborative provisions and articulation arrangements (Twinning Programmes)
 - 2.5 Research & Industry publications

APPROVALS

3. The development and implementation of specific activities developed under this MoU will be the subject of formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.

VARIATION

4. This MoU may only be amended by a written agreement signed by a duly authorised representative of each Party.

DURATION

5. This MoU shall commence of the date of its execution by the last Party to sign and shall remain in force for a period of three years. Each Party shall review the status of the MoU at least six months before the end of the three-year period to determine whether it wishes the MoU to continue and, if so, whether any modifications are required. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.

TERMINATION

6. Either Party may terminate this MoU by giving three months' notice in writing to the other. The termination of this MoU shall not affect the implementation of any specific activities established under it prior to such termination.

CHARGES AND LIABILITIES

- It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.
- 8. Except as otherwise provided or agreed, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

STATUS

- 10. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 11. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

GOVERNING LAW AND JURISDICTION

- 12. Both Parties agree that staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with all applicable laws and regulations of their respective countries after full consultation and approval.
- 13. This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England.

Each Party hereby confirms its agreement to the terms of this Memorandum of Understanding:

Signed for and on behalf of BIRMINGHAM CITY UNIVERSITY by

Clare Mackie

Clare Mackie

Deputy Vice Chancellor (Academic)

07 January 2020

Dated

Signed for and on behalf of SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING by

Principal

PRINCIPAL
Sree Chitra Thirunal
College of Engineering
Trivandrum - 18

Dated 10th December 2019

