

DATED 19TH FEBRUARY 2024

MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF ROEHAMPTON



and

**Sophia College for Women
(Empowered Autonomous)
AFFILIATED TO THE UNIVERSITY OF MUMBAI**



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THIS MEMORANDUM OF UNDERSTANDING is dated 19/02 /2024.

Parties

(1) Roehampton University trading as University of Roehampton of Grove House, Roehampton Lane, London, SW15 5PJ (**Roehampton**).

1.1 Sophia College for Women, Bhulabhai Desai Road, Mumbai 400026

Each a Party and together the Parties.

2. Background

2.1 The Parties have agreed to work together with a view to agreeing the terms for propose collaborative provision arrangements between the Parties as detailed in Annex A: The Pro (**Proposed Collaboration**).

2.2 The Parties wish to record the basis on which they will collaborate with each other on the Proposed Collaboration. This Memorandum of Understanding (**MoU**) sets out the key objectives of the Proposed Collaboration and the principles that shall relate to the Proposed Collaboration.

3. Key objectives and principles

3.1 The Parties shall undertake the Proposed Collaboration to achieve the key objectives in Annex A: The Pro of this MoU (**Key Objectives**).

3.2 The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

3.3 (a) collaborate and cooperate with each other to ensure that activities are delivered, and actions taken as required.

3.4 (b) take on, manage, and account to each other for the performance of the respective roles and responsibilities set out in this MoU.

3.5 (c) communicate openly about any major concerns, issues or opportunities relating to the Proposed Collaboration.

3.6 (d) Share information, experience, materials, and skills as necessary to meet the Key Objectives, eliminate duplication of effort, mitigate risk, and reduce cost.

3.7 (e) comply with applicable laws and statutory requirements, standards and best practices, including UK procurement rules, data protection and freedom of information legislation.

3.8 (f) Respond to requests for information relating to this MoU in a timely manner.

- 3.9 (g) Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU and
- 3.10 (h) Act in good faith to support the achievement of the Key Objectives and compliance with the Principles set out in clause 1.2.

4. Escalation

- 4.1 If either Party has any issues, concerns, or complaints about any matter in this MoU, that Party shall notify the other Party, and the Parties shall seek to resolve the issue by consultation and discussion.

5. Intellectual property

- 5.1 Any intellectual property rights created during the Proposed Collaboration shall vest in the Party whose employee created them.
- 5.2 Where any intellectual property right vests in either Party in accordance with the intention set out in clause 4.1 above, that Party shall grant the licence to the other Party to use that intellectual property for the purposes of the Proposed Collaboration.

6. Term and termination

- 6.1 This MoU shall commence on the date of signature by both Parties and shall remain valid for a period of three years.
- 6.2 Either Party may terminate this MoU by giving at least three months' notice in writing to the other Party at any time.

7. Variation

This MoU, including the Annexes, may only be varied by written agreement between both parties.

8. Liabilities

- 8.1 Except as otherwise agreed in writing by the Parties, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 8.2 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.

9. Status

- 9.1 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 the MoU intending to honour all their obligations.
- 9.2 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, or authorise either of the Parties to make or enter any commitments for or on behalf of the other Party.

10. Language

- 10.1 Any notice given under or in connection with this MoU shall be in English. All other documents provided under or in connection with this MoU shall be in English or accompanied by a certified English translation.
- 10.2 The English language version of this MoU and any notice or other document relating to this MoU shall prevail if there is a conflict.

11. Governing law and jurisdiction

- 11.1 This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 4, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

J.N. Ezzamel .
19/02/2024

A.P. Pali
19/2/24



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Annex A: The Proposed Collaboration

Proposed Collaboration Overview

The Parties will collaborate with a view to agreeing terms relating to:

1. Admission of Sophia College students on to Roehampton Undergraduate and Postgraduate programmes subject to satisfactory completion of relevant approval processes.
2. The exchange of academic, educational and research materials, and publications information between the Parties.
3. The exchange of faculty members and research scholars in approved programs.
4. The exchange of students in comparable or similar degree programs.
5. Joint research activities and meetings for education and research which are agreeable to both parties and in keeping with established protocol.
6. Any other collaborative provision that may be considered mutually beneficial.

The Key Objectives

Any collaborative provision agreements arising out of the Proposed Collaboration will make provision for such matter as:

1. Marketing, and the recruitment and admission of students.
2. Setting tuition fees and financial arrangements between the Parties.
3. Risks and liabilities assumed by the Parties as well as their responsibilities for laying off the same through insurance and by other means.
4. Termination rights, consequences of termination including handover and transitional rights and the impact of termination of the Agreement upon any others.
5. Management of changes to the requirements of either party and the consequential adjustments required in relation to payment and other provisions in the Agreement.
6. Intellectual property rights, which will be suitably protected during, as well as on and after any termination of the Agreement, it being the Parties' intention that neither will acquire rights to materials created by the other by reason of the operation of the Agreement.
7. Resolution of differences between the Parties through escalation of such matters through a structured procedure.
8. Compliance with regulatory obligations by the Parties in the context of the performance of their respective obligations under the Agreement.