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MEMORANDUM OF UNDERSTANDING

Between

**AMITY UNIVERSITY MADHYA PRADESH
GWALIOR**



And

SINGAPORE POLYTECHNIC INTERNATIONAL





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This Memorandum of Understanding (hereinafter referred to as 'MOU') is made on the 29th day of October 2021 between:

AMITY UNIVERSITY MADHYA PRADESH, GWALIOR, an institution established by the Ritnand Balved Education Foundation (RBEF), New Delhi, and Madhya Pradesh Government Legislature Act No. 27 of 2010 of Government of Madhya Pradesh, and recognized as per Section 2(f) of the UGC Act (hereinafter referred to as "AUMP");

and

SINGAPORE POLYTECHNIC INTERNATIONAL (SPI), a wholly owned subsidiary of Singapore Polytechnic (SP) and set-up with the purpose to "support SP in its internationalisation strategies and prepare its learners to be Life ready, Work ready and World ready." SP is a statutorily incorporated educational institution, established pursuant to the Singapore Polytechnic Act, Cap. 303, with its registered address at 500 Dover Road, Singapore 139651 (hereinafter referred to as "SP").

The understanding between the above parties, collectively referred to as the "Parties" and individually as a "Party", are as follows: -

1. PURPOSE

- 1.1 This MOU is intended to establish the framework for understanding and cooperation between the Parties in educationally related activities or academic engagements that will be of mutual benefit to staff and students of both Parties, and in respect to the sharing of expertise, knowledge, information and cultural exchange.
- 1.2 The strategic intent of this partnership is to achieve the following:
 - (a) Build links between students and academic staff across Southeast Asia and Greater Asia.
 - (b) Enrich students' learning through immersive authentic synchronous and asynchronous learning activities.
 - (c) Expose students to different cultures through interactions with international students thereby preparing students to be 'World Ready'.
- 1.3 Nothing in this MOU shall be construed as creating a legal relationship between the two Parties.



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2. SCOPE

2.1 Both Parties intend to develop academic collaborations in the following:

- (a) Exchange of students for purpose of cultural exchange and enrichment of students' learning, and build links between students across Southeast Asia and Greater Asia as mutually agreed. These programmes can be in-country, outbound or online and their period may be mutually agreed by both Institutions. These programmes may include the following "Singapore from your Home" series which are offered as SP's Poly-wide Electives:
 - i. Understanding ASEAN
 - ii. Cross Culture & Diversity
 - iii. Heritage and History
 - iv. Others
- (b) Exchange of faculty and staff for the purpose of staff development, planning and handling of academic programs, organization of seminars and conferences, including the sharing of mutual experiences in teaching, research, and industrial practice.
- (c) Enabling students and staff to undertake joint research and innovation projects and to participate in knowledge exchange, and undertaking jointly funded projects or symposia.
- (d) Exploring opportunities for Internship or Industrial Training and Placement in various mutually agreed sectors for international industry exposure.

2.2 The proposed development will be subject to the relevant quality assurance arrangements of both Parties. Due to the current uncertainty in travel, these engagements are slated to start virtually and can proceed to on-site engagements when the opportune time arises.

TERM

- 3.1 The Effective Date ("Effective Date") of this MOU shall be 29th October 2021. Unless otherwise terminated, this MOU shall be valid for a period of three (3) years from the Effective Date of this MOU. Thereafter, both Parties shall review the objectives set out in this MOU and may renew it on such terms as shall be mutually agreed upon in writing.
- 3.2 This MOU may be terminated by either Party giving not less than 3 months prior notice in writing to the other Party.
- 3.3 The termination of this MOU shall not affect the implementation of the projects established under it prior to such termination.

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- 3.4 Both Parties shall endeavour to ensure that there is adequate contact, communication, and exchange of information to enhance their mutual understanding. Should circumstances arise that are not provided for in this agreement, the Parties shall resolve them through mutual consultation.

4. CONFIDENTIAL INFORMATION

- 4.1 During the term of this MOU, either Party hereto (the "**Disclosing Party**") may disclose to the other (the "**Receiving Party**") confidential and proprietary information of the Disclosing Party including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "**Confidential Information**").

- 4.2 The Receiving Party shall:

- 4.2.1 disclose the Confidential Information to its Representatives and related corporations as defined under the Companies Act of Singapore (Cap. 50) only to the extent that is required for the carrying out of the objectives under this MOU;
- 4.2.2 not copy nor reduce to writing Confidential Information except as may be reasonably necessary;
- 4.2.3 not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- 4.2.4 procure and undertake that each of its Representatives with access to the Confidential Information shall maintain the same as confidential, and shall take such steps as may be reasonably necessary to enforce such compliance.

- 4.3 The obligations set out above shall not apply to any Confidential Information which:

- 4.3.1 is in, or comes into, the public domain other than by breach of this MOU;
- 4.3.2 was legitimately in Receiving Party's possession prior to receipt from the Disclosing Party;
- 4.3.3 is properly received by the Receiving Party from a third party who is rightfully in possession of it;
- 4.3.4 can be shown by documentation to have been independently acquired or developed by or for the Receiving Party without the use of Confidential Information;
- 4.3.5 corresponds to that furnished by the Disclosing Party to any third party on a non-confidential basis;
- 4.3.6 is approved for release by prior written authorisation of the Disclosing Party; or
- 4.3.7 the Receiving Party is obliged by law or authorised government authorities to disclose.

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- 4.4 The Receiving Party shall, at the request of the Disclosing Party, or upon termination or expiry of this MOU, return to the Disclosing Party all Confidential Information with all copies made thereof or destroyed (to the extent practicable), provided that the Receiving Party may keep one (1) copy of the Confidential Information, audit purposes, maintenance of secretarial records, record purposes in connection with compliance with this MOU, where such Confidential Information is saved pursuant to automatic archiving or back-up procedures, or where required by law, court order, decision, or lawful request by governmental, judicial or statutory regulation.
- 4.5 Notwithstanding Clause 4.4, the obligations in Clause 4 shall survive the termination or expiry of this MOU by a period of two (2) years.
- 4.6 The term "Representatives" means directors, officers, employees, staff, students and advisors of such Party (including, without limitation, attorneys, accountants, and consultants), affiliates of such Party and the directors, officers, employees, students and advisors of such affiliates.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All existing intellectual property rights, including but not limited to, patents, copyrights, trademarks (whether registered or unregistered), designs, processes, know-how, functional specifications or other information shall remain the exclusive property of the Party owning or disclosing the same.
- 5.2 Where intellectual property is jointly developed by both Parties, such intellectual property shall be co-owned and any costs and expenses in relation thereto shall be paid for by the Parties in shares apportioned in accordance with the respective inventive contribution of each Party, which shall be agreed on by Parties at the end of each Project. No Party shall grant any licence to co-owned intellectual property without the express written consent of the other Party.
- 5.3 In the event that any Party wishes to use the name and/or logo of the other Party for any purposes, including without limitation for the purposes of marketing or communication, such Party shall obtain the written consent of the other Party in advance of such use.
- 5.4 Each Party shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertakes that the wording for any marketing materials shall be agreed jointly between the Parties prior to publication.
- 5.5 In the event AUMP issues any media release, AUMP will acknowledge SPI's efforts and contributions of the Project under this MOU in such media release.

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6. NO LIABILITIES

- 6.1 Unless otherwise expressly stated under the terms of the MOU, SPI shall not be liable to AUMP or any third party by reason of any implied warranty, condition or other terms or any duty at common law, for any loss or damage howsoever arising out of or in connection with the Project under this MOU, save where such loss or damage arose directly from the gross negligence or wilful default of SPI.
- 6.2 Notwithstanding anything to the contrary under this MOU, SPI shall not, in any event, be liable to AUMP for any special, consequential, incidental, punitive, exemplary or indirect losses or damages whether in contract or tort, including but not limited to, the loss of revenue, loss of profit, cost of capital, loss of business reputation or opportunity, whether such liability arises directly or indirectly out of the MOU, from the Project or the performance or non-performance of its obligations hereunder, and regardless of forms of action.

7. NO AGENCY OR PARTNERSHIP

Nothing in this MOU shall constitute or be construed as establishing a partnership, joint venture or agency between SPI and AUMP for any purpose whatsoever, and nothing in this MOU shall give rise to any fiduciary obligation between the Parties or create any obligation between them other than those defined herein. No Party has authority to bind the other Party under an employment relationship, and no employment relationship is created by this MOU.

8. NO EXCLUSIVITY RESTRICTIONS

This MOU does not subject either Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

9. CHOICE OF LAW

This MOU shall be governed and construed in accordance with the laws of Singapore.

10. DISPUTE RESOLUTION

The Parties agree that they shall first use their best endeavours to amicably resolve any disputes and differences arising from the interpretation and/or application of the MOU by negotiations and consultations in the spirit of trust and understanding in consonance with the friendship and cooperation that exist between the parties, failing which the Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

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11. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original executed by both Parties.

12. RIGHTS OF THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act (Cap. 53B), this MOU is not intended to and does not give any person who is not a party to it any rights to enforce any of its provisions.

13. NON_BINDING

Save for clauses 4 to 13, this MOU is a non-binding expression of the understanding of the Parties and is not intended to create any binding legal relationship between the Parties. Its sole intention is to facilitate further discussion between the parties.

14. Contact Person

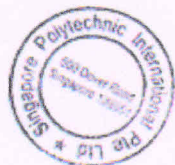
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Signature



Signature



Toh Ser Khoon
General Manager
Date 29 Oct 2021

Vice- Chancellor
Date 29 Oct 2021