

## **OBJECTIVES**

The International Relations is now a part of the department and aims at providing its students a global platform for further education. One of the objectives of the IR is to give our students exposure to the multi-cultural and global educational environment. MITAOE has international collaborations with some of the prestigious foreign universities. The collaborations give the students a platform to explore opportunities for further education abroad. The students also get to go to these universities for their projects and attending various seminars, conferences and workshops. The IR conducts various training programs for the students so as to prepare them for further education abroad and also provides them the necessary assistance. It keeps itself abreast of the current developments in the global education scenario by participating in various national and international events.

### **List of Academic MoU with any foreign institution.**

- University of York, UK
- Coventry University, UK
- RWTH Aachen University, Germany
- University of East Anglia, UK
- Transport and Telecommunications, (TSI), Riga, Latvia
- University of Liverpool, UK
- Sheffield Hallam University, UK
- Texas A & M University, Texarkana, USA
- Teesside University, UK
- Universidad Maria Auxiliadora, Peru South America
- Worcester Polytechnic Institute (WPI) Worcester Massachusetts USA.
- University of Central Lancashire, UK
- University of Mississippi, USA

# Memorandum of Understanding

between York Summer Schools and Short Courses, Centre for Global Programmes, University of York and Maharashtra Institute of Technology Academy of Engineering, Pune (MITAOE)

## 1 Purpose and Context

- 1.1 This Memorandum of Understanding (“MOU”) has been devised in recognition of the particular roles of York Courses, Centre for Global Programmes, University of York (York) and MITAOE in the development of short courses, and associated services. York and MITAOE share a commitment to providing a programme of courses for MITAOE students over an agreed period.
- 1.2 The context is defined by MITAOE’s desire to provide an international cultural and learning experience for their students.
- 1.3 Within this overall context the Memorandum of Understanding will focus on the value that can be achieved through working in collaboration to secure achievement of shared aims and objectives.

## 2 Aims and Objectives

- 2.1 The overarching aim of the MOU is to enable York and MITAOE to work together to agree a relevant programme that meets the needs of MITAOE students.
- 2.2 The objectives are to:
  - 2.2.1 Design and provide structured classes and tuition in the subject of MITAOE for an agreed duration;
  - 2.2.2 Design and provide a cultural programme to be included in the course;
  - 2.2.3 Accommodate participating students with host families for the duration of each course;
  - 2.2.4 Agree and arrange airport transfers to and from York and the point of entry to the UK;
  - 2.2.5 Provide clear information on fee structure and agree a budget.

### 3 Partnership Management

- 3.1 The parties will communicate via their designated liaison on any development based on the mutually agreed objectives and outcomes of the relationship.
- 3.2 The parties intend to monitor the relationship to evaluate the progress and the quality of the mutual cooperation.

### 4 Liaison

4.1 The persons responsible for the maintenance of this relationship are:

- I. The Head of York Courses, Centre for Global Programmes, University of York
- II. Dr. Janhavi Inamdar, Dean, External Relations, MITAOE

### 5 Duration

- 5.1 This MOU takes effect on the last date of signing for a period of three years.
- 5.2 This MOU may be terminated at any time upon written agreement of both parties or upon six months' written notice of either party.

### 6 Final Provisions

- 6.1 This MOU is not intended to be legally binding. To the extent that any legal issue arises in connection with this MOU, this MOU shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
- 6.1 York will retain ownership and copyright of all training and learning materials and media developed under this MoU by its staff and associates.
- 6.3 Any collaborations arising out of this relationship shall be subject to a binding written agreement.
- 6.4 The parties acknowledge that this MOU is not exclusive. Each party may enter into similar agreements with other entities for the same or similar purposes.
- 6.5 The parties shall each bear their own costs in carrying out the actions of the MOU, unless otherwise agreed separately between the parties. Costs relating to short course delivery will be agreed annually and detailed in a separate agreement for each course.

This non-binding understanding between the parties has been signed by their authorised representatives.

Signed



Date 20/03/2023

**Rohit Kumar**  
Director of International Recruitment,  
Partnerships and Mobility  
University of York

Signed



Date 31/03/2023

**Dr. Mahesh Goudar,**  
Director, MIT Academy of Engineering, Pune



**Dr. Janhavi Inamdar**  
Dean, External relations and Professor, School  
of Civil Engineering,  
School of Civil Engineering  
MIT Academy of  
Engineering, Pune



**DATED** May 31, 2023 **2023**

**(1) COVENTRY UNIVERSITY**

**(2) MIT ACADEMY OF ENGINEERING**

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**DATA SHARING AGREEMENT**

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May 31, 2023

THIS AGREEMENT is made on

2023 (the "Effective Date")

**BETWEEN:**

- (1) **COVENTRY UNIVERSITY** a Higher Education Corporation whose administrative offices are situated at Priory Street, Coventry, CV1 5FB ("**Coventry University**"); and
- (2) **MIT ACADEMY OF ENGINEERING** whose registered office is at Alandi Road, Pune – 412 105, Maharashtra, India ("**MIT AOE**")

(each a "Party" and together the "Parties").

**RECITALS:**

- (A) Coventry University and MIT AOE are each party to a Summer School Framework Agreement entered into on or around the date of this Agreement for the provision of summer schools by Coventry University ("**Main Agreement**")
- (B) The Parties recognise the importance of complying with their obligations under applicable Data Protection Laws, when they process Personal Data in the context of their relationship.
- (C) The Parties wish to establish terms and conditions for the transfer of Personal Data between each other in a manner that ensures compliance with applicable Data Protection Laws.
- (D) The Parties acknowledge that each of them may be acting as a Controller when Processing Personal Data in accordance with this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"**Agreement**" means this agreement (including the Recitals and Schedules), as amended from time to time;

"**Applicable Law**" means all applicable laws, statutes, enactments, regulations, declarations decrees, directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, regulations, rules, regulatory policies, guidelines, codes, other binding restrictions, regulatory permits and licences applicable under law which are in force from time to time during the term of the Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time as the same are amended, consolidated, modified, re-enacted or replaced;

"**Business Day**" means any day other than a Saturday or Sunday or a public or bank holiday in England;



<b>"Confidential Information"</b>	means: (i) the contents of this Agreement; (ii) any confidential information concerning the business, affairs, Personnel, customers, clients or suppliers of each of the Parties, including the Personal Data; and (iii) all other information, in any form, which has been disclosed by or on behalf of either of the Parties in confidence, or which by its nature ought to be regarded as confidential;
<b>"Contact Data"</b>	means the Personal Data of each Party's representatives Processed by the other Party, under, or in connection with, this Agreement;
<b>"Controller"</b>	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
<b>"Data Exporter"</b>	means a Party making or proposing to make a transfer of Personal Data which is a Restricted Transfer;
<b>"Data Importer"</b>	means a Party in receipt of Personal Data as a result of a Restricted Transfer;
<b>"Data Originator"</b>	means the Party from whom the Shared Data originates;
<b>"Data Processing Particulars"</b>	means, in relation to any Processing under this Agreement: <ul style="list-style-type: none"> <li>(a) the subject matter and duration of the Processing;</li> <li>(b) the nature and purpose of the Processing;</li> <li>(c) the type of Personal Data being Processed; and</li> <li>(d) the categories of Data Subjects;</li> </ul> as set out in Schedule 1;
<b>"Data Protection Impact Assessment"</b>	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data which includes as a minimum: <ul style="list-style-type: none"> <li>(a) a systematic description of the envisaged Processing and the purposes of the Processing, including, where applicable, the legitimate interest for which the Processing is carried out;(b) an assessment of the necessity and proportionality of the Processing operations in relation to the purposes pursued;(c) an assessment of the risks to the rights and freedoms of Data Subjects; and</li> <li>(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Data Protection Laws;</li> </ul>

**"Data Protection Laws"**

means:

(a) any Applicable Law to which a Party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("**EEA**") and in relation to the United Kingdom ("**UK**") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as **PECR**, **DPA 2018** and the **UK GDPR** respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time;

(b) any code of practice or guidance published by a Regulator from time to time; and/or

(c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

**"Data Subject"**

means an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly;

**"Data Subject Request"**

means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his/her rights under the Data Protection Laws including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;



**"Data Transfer Agreement(s)"**

means as applicable:

(a) the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries issued by the European Commission Decision of 4 June 2021, as amended, varied, supplemented or substituted from time to time, as applicable in respect of transfers of Personal Data from Controllers or Processors in the EEA to Controllers or Processors in Restricted Countries;

(b) the addendum approved by the UK Information Commissioner's Office as amended, varied, supplemented or substituted from time to time;

(c) the standard contractual clauses adopted by the government of the United Kingdom, or approved by the government of the United Kingdom as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from Controllers or Processors in the UK to Controllers or Processors in Restricted Countries; or

(d) any standard contractual clauses adopted under the Applicable Laws to which a Data Exporter is subject, as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from a Data Exporter to Controllers or Processors in Restricted Countries;

**"GDPR"**

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

**"Government Access"**

means:

(a) a request for disclosure of Shared Data (which has been transferred in accordance with Clause 6) by a public authority under the laws of the country of destination; or

(b) where the Data Importer is aware of direct access to Shared Data (which has been transferred in accordance with Clause 6) by a public authority under the laws of the country of destination;

**"Good Industry Practice"**

means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert higher education institution seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;



<b>"Group"</b>	means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary;
<b>"Joint Controllers"</b>	means where two or more Controllers jointly determine the purposes and means of processing of Personal Data;
<b>"Losses"</b>	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments, judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>"Permitted Purpose"</b>	means the purpose(s) for which the Parties are permitted to use and Process the Data under this Agreement as set out in Part 2 of Schedule 1;
<b>"Permitted Recipients"</b>	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Schedule 1 ( <i>Data Processing Particulars</i> );
<b>"Personal Data"</b>	means any information relating to a Data Subject, including but not limited to any Special Category Personal Data and data relating to criminal convictions and offences;
<b>"Personal Data Breach"</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed and for the avoidance of doubt, includes a breach of Clause 6.4.2(g);
<b>"Personnel"</b>	means, in relation to a Party, all persons engaged or employed by that Party in connection with the Permitted Purpose, including employees, consultants, contractors, sub-contractors and permitted agents from time to time;
<b>"Process"</b>	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; (and <b>"Processing"</b> and <b>"Processed"</b> shall be construed accordingly);



<b>"Processor"</b>	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller;
<b>"Regulator"</b>	means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering, providing guidance on, supervising and enforcing Data Protection Laws, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time;
<b>"Regulator Correspondence"</b>	means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;
<b>"Restricted Country"</b>	means a country, territory or jurisdiction which: (i) is not covered by an adequacy determination by a competent authority with jurisdiction over the Data Exporter; (ii) or otherwise in relation to which a transfer restriction applies under the Applicable Laws of the Data Exporter;
<b>"Restricted Transfer"</b>	means: <ul style="list-style-type: none"> <li>(a) a transfer of Shared Data to a Restricted Country; or</li> <li>(b) an onward transfer from a Data Importer to a third party,</li> </ul> <p>in each case where such transfer would be prohibited by Data Protection Laws of the Data Exporter in the absence of a legal transfer mechanism permitted by the Data Protection Laws;</p>



**"Security Requirements"** means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws including, in particular:

(a) a requirement to only Process Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures;

(b) a requirement to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The appropriate level of security shall be assessed by taking into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed; and

(c) the requirements set out at Schedule 2 to this Agreement;

**"Shared Data"** means the Personal Data shared between the Parties for the Permitted Purpose under, or in connection with, this Agreement (such Personal Data is more particularly described in Schedule 1 (*Data Processing Particulars*));

**"Special Category Personal Data"** means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, and data concerning health or a person's sex life or sexual orientation;

**"Third Party Request"** means a written request from any third party for disclosure of (or access to) Shared Data, including a Data Subject Request (or purported Data Subject Request), a request to rectify, block or erase any Personal Data, any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation, a Government Access request or otherwise, where compliance with such request is required or purported to be required by Applicable Law.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the singular shall include the plural and vice versa, and references to one gender shall include all genders;

1.2.2 references to a "person" include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);



- 1.2.3 references to "**Recitals**" and "**Clauses**" are to recitals and clauses of this Agreement;
- 1.2.4 references to a "**Party**" include that Party's personal representatives, successors, and permitted assignees and sub-licensees;
- 1.2.5 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6 any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under it as from time to time amended, consolidated or re-enacted.

## 2. **EFFECTIVE DATE AND TERM**

This Agreement shall take effect from the Effective Date and will continue in full force and effect thereafter subject to Clause 14 (the "**Term**").

## 3. **PROVISION OF THE DATA**

- 3.1 In consideration of the mutual undertakings and obligations of the Parties agreed to in this Agreement the Parties hereby agree to Process the Personal Data received from the other Party for the Permitted Purpose in accordance with the terms and conditions of this Agreement.
- 3.2 Each Party shall transfer its Personal Data to the other in a format agreed between the Parties. The Personal Data may be transferred to the other in more than one tranche, and the terms of this Agreement shall apply on each and every occasion that Personal Data is transferred.

## 4. **USE OF DATA**

- 4.1 The Parties shall not:
  - 4.1.1 use the Personal Data received from the other Party for any purpose other than for the Permitted Purpose;
  - 4.1.2 disclose the Personal Data received from the other Party to any third party, except as otherwise agreed in writing with the other Party; or
  - 4.1.3 make copies of the Personal Data received from the other Party, other than as is necessary for the Permitted Purpose or in order to comply with any Applicable Law or regulation.

## 5. **SINGLE POINT OF CONTACT**

- 5.1 Each Party shall appoint a single point of contact who will work together to reach an agreement with regards to any issues arising from the data sharing envisaged by this Agreement and to ensure the effectiveness of the data sharing. The points of contact for each of the Parties are set out in Schedule 1 to this Agreement. The Parties shall notify each other in writing (by email is sufficient) where the single point of contact for a party changes.

## 6. **DATA PROTECTION OBLIGATIONS**

- 6.1 **Arrangement Between the Parties**



6.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the Parties shall each Process the Shared Data;
- (b) each Party shall act as a Controller in respect of the Processing of the Shared Data on its own behalf and in particular each shall be a Controller of the Shared Data acting individually and in common, as follows:
  - (i) the Parties shall each Process the Shared Data;
  - (ii) each Party shall be a Controller of (i) its own Contact Data for internal business and administration purposes and (ii) the other Party's Contact Data in order to administer the Agreement;
  - (iii) each Party shall act as a Controller in respect of the Processing of the Shared Data on its own behalf and in particular each shall be a Controller of the Shared Data acting individuals and in common as follows:
    - (1) Coventry University shall be a Controller where it is Processing the Shared Data in relation to rights and obligations under the Main Agreement; and
    - (2) MIT AOE shall be a Controller where it is Processing the Shared Data in relation to its rights and obligations under the Main Agreement;
- (c) Notwithstanding Clause 6.1(b), if either Party is deemed to be a Joint Controller with the other in relation to the Shared Data, the Parties agree that they shall:
  - (i) be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Clause 6.4.2(g)) where Shared Data has been transmitted by it, or while Shared Data is in its possession or control; and
  - (ii) acting reasonably and in good faith seek by way of variation or additional agreement or arrangement, to document the parties' respective obligations in accordance with Data Protection Laws (particularly in respect of communications with Data Subjects, third parties and a Regulator, including in respect of transparency requirements and notification obligations).

6.1.2 Each of the Parties acknowledges and agrees that Schedule 1 (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.



6.2 The Parties do not envisage that either Party will Process the Personal Data received from the other Party for and on behalf of the other Party under or in connection with this Agreement. Where and to the extent that either Party anticipates that it will Process the other Party's Personal Data in the capacity of a Processor for and on behalf of the other Party during the Term it shall immediately notify the other Party and prior to such Processing the Party's agree to amend this Agreement to incorporate the duties to be imposed upon Processors in accordance with Articles 28 to 36 of the GDPR.

### 6.3 Contact Data

6.3.1 Notwithstanding Clause 6.1, the Parties each acknowledge and agree that they may need to Process Contact Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer this Agreement and in connection with the Permitted Purpose; (b) share the Personal Data; (c) compile, dispatch and manage the payment of any invoices relating to this Agreement; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to this Agreement and/or the Permitted Purpose; and (f) comply with their respective regulatory obligations.

6.3.2 Each Party shall Process such Contact Data for the purposes set out in Clause 6.3.1 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Contact Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Clause 6.3.1, and in doing so each Party will ensure that the sharing and use of this Contact Data complies with applicable Data Protection Laws.

### 6.4 Data Controller Obligations

6.4.1 Each Party shall in relation to the Processing of the Shared Data comply with its respective obligations under the Data Protection Laws.

6.4.2 Without limiting the generality of the obligation set out in Clause 6.4.1, in particular, each Party shall:

- (a) where required to do so make due notification to the ICO;
- (b) ensure it is not subject to any prohibition or restriction which would:
  - (i) prevent or restrict it from disclosing or transferring the Shared Data to the other Party for the Permitted Purpose or otherwise as required under this Agreement;
  - (ii) prevent or restrict it from granting the other Party access to the Shared Data as required for the Permitted Purpose or otherwise under this Agreement; or
  - (iii) prevent or restrict either Party from Processing the Shared Data for the Permitted Purpose or otherwise as envisaged under this Agreement;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws.



- (d) maintain complete and accurate records and information to demonstrate its compliance with this Clause 6 (Data Controller Obligations);
- (e) work together (acting reasonably and in good faith) in the preparation of any Data Protection Impact Assessment (where applicable) prior to commencing any Processing and continue to review the requirement for any Data Protection Impact Assessments should there be a change in the intended purpose for the Processing of the Personal Data;
- (f) ensure that all Shared Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the other Party to Process the Shared Data as envisaged under this Agreement;
- (g) ensure that appropriate technical and organisational security measures are in place sufficient to comply with:
  - (i) at least the obligations imposed on the Controller by the Security Requirements; and
  - (ii) the obligations set out in Schedule 2 (Information Security);

and at any time where requested provide to the other Party evidence of its compliance with such requirements promptly[, and in any event within forty-eight (48) hours of the request;

- (h) notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Third Party Request or Regulator Correspondence which relates directly or indirectly to the Processing of Shared Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Third Party Request or Regulator Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Clause 6.4.2(h), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Third Party Request or Regulator Correspondence and the other Party shall provide all such reasonable assistance as may be required;
- (i) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (j) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Shared Data received from the other Party ("**Data Loss Event**") and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
  - (i) seek to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Shared Data;



- (ii) promptly provide the other Party with a report containing details about the nature of the Data Loss Event and provide the other Party with further information in phases, as details become available;
  - (iii) investigate the incident and its cause;
  - (iv) support the other Party to make any required notifications to the Regulator and/or other relevant regulatory body and affected Data Subjects; and
  - (v) co-ordinate with the other Party the management of public relations and public statements relating to the incident. For the avoidance of doubt MIT AOE shall make no public statement in relation to the incident without the prior written approval of Coventry University.
- (k) take reasonable steps to ensure the reliability of any of its Personnel who have access to the Shared Data;
  - (l) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
  - (m) not transfer any Shared Data it is Processing to a Restricted Country except in accordance with Clause 7;
  - (n) hold the information contained in the Shared Data received from the other Party confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than such Personal Data; and
  - (o) not disclose the Shared Data received from the other Party to a third party (including a Processor) in any circumstances without the other Party's prior written consent, save in relation to: Third Party Requests. Other than the circumstances set out in Clause **Error! Reference source not found.**, where a Party is in receipt of a Third Party Request, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation);

6.4.3 Each Party will transfer Shared Data to the other in a format agreed between the Parties, which shall apply to each and every occasion that Shared Data is transferred between the Parties, unless agreed otherwise between the Parties.

6.4.4 Where acting as a Controller or Joint Controller, before further sharing the Shared Data with a third party, MIT AOE must obtain the consent of Coventry University and enter into an appropriate data sharing agreement with the third party and ensure such third party meets the requirements of the Data Protection Laws and only uses the Shared Data for the purposes permitted and set out in this Agreement.

## 7. INTERNATIONAL TRANSFERS

7.1 The Parties acknowledge that to the extent Coventry University transfers Shared Data to MIT AOE under this Agreement, it shall be transferring Personal Data to a Restricted Country. In respect of such transfer the Parties shall enter into a Data



Transfer Agreement as set out at Schedule 3 to this Agreement on the date of this Agreement in respect of such Restricted Transfer made between the Parties and such Data Transfer Agreement is incorporated into this Agreement.

7.2 Nothing in this Agreement is intended to undermine or conflict with any terms of the relevant Data Transfer Agreement. In the event of any conflict, the terms of the Data Transfer Agreement shall prevail.

## 8. INDEMNITY

8.1 Both Parties shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising from the first Party's breach of its obligations under this Agreement and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

8.1.1 any monetary penalties or fines levied by the ICO on the other Party;

8.1.2 the costs of any investigative, corrective or compensatory action required by the ICO, or the defence of any proposed or actual enforcement taken by the ICO;

8.1.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and

8.1.4 except to the extent covered by Clauses 8.1.1 or 8.1.2 or 8.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.

## 9. INSURANCE

9.1 Both Parties agree:

9.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of the Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Party's breach of this Agreement and/or failure to comply with the Data Protection Laws and which meet the following conditions:

(a) it must cover liability for damage arising to any person;

(b) it must apply in relation to the Processing of Personal Data;

(c) it must have policy limits and provisions conforming to such requirements as the other Party may from time to time reasonably prescribe;

9.1.2 to deliver to the other Party

(a) copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement;

(b) evidence of premiums paid in relation to such insurance; and

(c) ensure that the other Party shall be entitled to the benefit of such insurance.



10. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

- 10.1 Each Party hereby warrants, represents and undertakes to the other Party that:-
- 10.1.1 it has full capacity and authority to enter into and to perform this Agreement;
  - 10.1.2 this Agreement is executed by a duly authorised representative of that Party;
  - 10.1.3 it will comply with all Applicable Laws and other governmental, statutory or regulatory requirements and guidance which may from time to time be applicable in relation to the subject matter of this Agreement; and
  - 10.1.4 it has, at the date of this Agreement, obtained and will, for the duration of this Agreement, maintain all licences, permissions, certificates, qualifications, consents and regulatory approvals required lawfully and properly to perform its obligations under this Agreement.
- 10.2 Without prejudice to any other rights or remedies of a Party, in the event of any breach of any of the warranties, representations and undertakings set out in Clause 10.1 the Party that is in breach undertakes promptly to remedy the breach without any charge to the other Party.

11. **CONFIDENTIALITY**

- 11.1 Each Party undertakes that it shall not at any time during the Term or thereafter disclose to any person any Confidential Information of the other Party, except as permitted by Clause 11.3.
- 11.2 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement or for fulfilling the Permitted Purpose.
- 11.3 Each Party may disclose the other Party's Confidential Information:
- 11.3.1 to its Personnel, officers, representatives, third party service providers or advisers (including financial and legal advisers), executive board and its observers, relevant governance committees who need to know such information for the purposes of carrying out the Party's obligations under this Agreement or fulfilling the Permitted Purpose. Each Party shall ensure that its Personnel, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 11; and
  - 11.3.2 as may be required by law, court order or any governmental or regulatory authority.

12. **INTELLECTUAL PROPERTY**

- 12.1 In consideration of the Parties performing their respective obligations under this Agreement each Party (being a "**Disclosing Party**") may provide or make available to each of the other Parties (being a "**Recipient Party**"), the Personal Data to enable each of them to Process the Personal Data for the Permitted Purpose and in accordance with the terms of this Agreement.
- 12.2 If requested to do so in writing by the Disclosing Party, the Recipient Party shall acknowledge receipt of any Personal Data transferred to it by the Disclosing Party under this Agreement.
- 12.3 Save where expressly provided for, in relation to ownership and licence of any Intellectual Property Rights the Parties acknowledge and agree that the Disclosing Party shall retain ownership of its Personal Data. With effect from such time as the



Disclosing Party provides the Recipient Party with its Personal Data, the Disclosing Party hereby grants a fully paid and royalty-free, worldwide, non-exclusive, transferable licence to the Recipient Party to use any Intellectual Property Rights in and to such Personal Data (to the extent the Disclosing Party has the right to grant such a licence) for the Permitted Purpose during the Term in accordance with, and subject to, the terms of this Agreement, and any instructions as notified by the Disclosing Party from time to time.

### 13. **LIABILITY**

13.1 Subject to Clauses 13.2, 13.3 and 13.4, each Party's aggregate liability to the other in respect of all claims arising out of or in connection with this Agreement (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to £5,000,000 (five million pounds sterling).

13.2 Subject to Clauses 13.3 and 13.4, Party will be liable to the other for:

13.2.1 any loss (whether direct or indirect) of revenue or profits;

13.2.2 any loss (whether direct or indirect) of anticipated savings; or

13.2.3 indirect, consequential or special loss or damage,

in each case arising out of or connection with this Agreement including without limitation as a result of breach of contract, negligence or any other tort (under statute or otherwise) and regardless of whether the defendant Party knew or had reason to know of the possibility of the loss, injury or damage in question.

13.3 Nothing in this Agreement will exclude, limit or restrict either Party's liability for:

13.3.1 death or personal injury resulting from the negligence of that Party (or its officers, agents or employees);

13.3.2 fraud or fraudulent misrepresentation committed by that Party (or its officers, agents or employees); or

13.3.3 any other matter in respect of which liability cannot by applicable law be limited.

13.4 Each Party shall be wholly responsible for the actions and omissions of its Personnel in connection with this Agreement as if they were its own.

### 14. **TERM & TERMINATION**

14.1 This Agreement shall continue in full force and effect until this Agreement is terminated in accordance with the terms of this Clause 14.

14.2 Either Party shall be entitled to terminate this Agreement immediately by written notice to the other Party upon the provision of thirty (30) Business Days written notice at any time.

14.3 Each Party may immediately suspend access to any of its Personal Data or terminate this Agreement immediately by written notice to the other Party if:

14.3.1 the other Party commits a material breach of any of the provisions of this Agreement, and in the case of a breach capable of remedy, fails to remedy the same within twenty (20) Business Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;



- 14.3.2 the other Party enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt under any jurisdiction;
- 14.3.3 the other Party persistently fails to ensure that its Personnel are complying with the terms of this Agreement; or
- 14.3.4 the other Party uses any Personal Data for any purpose which is not the Permitted Purpose except where such Party is lawfully Processing such Personal Data other than for the Permitted Purpose in accordance with the Data Protection Laws.
- 14.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies of a Party under this Agreement or at law and will not affect any accrued rights or liabilities of a Party at the date of termination nor shall termination affect any rights or obligations of the Parties which are to be observed or performed after such termination.
15. **FURTHER ASSURANCE**
- 15.1 Each Party undertakes to, at no cost and expense of the other Party, sign all documents and to do all other acts which may be necessary to give full effect to this Agreement including but not limited to:
- 15.1.1 executing separate bi-partite EU Data Transfer Agreements where required for regulatory purposes; and
- 15.1.2 applying for regulatory approvals or permits from competent data protection authorities.
16. **ASSIGNMENT**
- 16.1 Neither Party is entitled to assign any of its rights or obligations arising under this Agreement without the prior written consent of the other Party.
- 16.2 Notwithstanding Clause 16.1, Coventry University shall be entitled to assign this Agreement in whole or in part to another member of the Coventry University Group without receiving the prior written consent of MIT AOE.
17. **VARIATION AND WAIVER**
- Waiver**
- 17.1 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.
- Variation**
- 17.2 The Parties acknowledge at the date of this Agreement, the Data Protection Laws are subject to change and consultation, Regulatory guidance consultations in respect of Data Transfer Agreements associated supplementary measures to ensure international transfer rights and compliance matters arising under Articles 28, 46 and 47 of the GDPR/UK GDPR. The Parties acknowledge it may be necessary for the



Coventry University unilaterally to amend this Agreement, upon written notice to MIT AOE, to ensure Coventry University's continued compliance with Applicable Law.

17.3 If at any time, in Coventry University's opinion, it needs to amend this Agreement in order to comply with its obligations under Applicable Law, MIT AOE agrees:

17.3.1 where permitted by Applicable Law, Coventry University may, at any time by giving MIT AOE thirty (30) days' notice, unilaterally:

(a) replace or require the replacement of any Data Transfer Agreement entered into in connection with this Agreement with any amended or updated version of those clauses approved under Data Protection Laws or other applicable data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme) with such details of the transfers as necessary completed by Coventry University;

(b) amend this Agreement to ensure (in its opinion) that any Restricted Transfers or related Processing comply with Data Protection Laws including further to any judgment of an applicable court or guidance issued by a competent Regulator;

17.3.2 where execution of a document is required under Data Protection Laws:

(a) promptly agree, accede to and/or to enter into an appropriate written variation of this Agreement including any Data Transfer Agreement, or to document information or make the amendments which in Coventry University's opinion are required; and

(b) if such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data (in particular the Shared Data) under this Agreement will be carried out until such variation has been agreed and executed.

#### **Severance**

17.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in force.

#### **18. COUNTERPARTS**

18.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

18.2 This Agreement shall be effective between the Parties that have executed this Agreement once the relevant Party has executed at least one counterpart (notwithstanding that the other Party has executed at least one counterpart).

#### **19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.



19.2 Any such disputes as referred to in Clause 19.1 shall if possible be amicably settled between the Parties through appropriate management escalation processes and if not so settled either Party may refer the matter to the exclusive jurisdiction of the English Courts.

## SCHEDULE 1

### Data Sharing Information

#### PART 1

#### DATA PROCESSING PARTICULARS

<b>The subject matter and duration of the Processing</b>	<p>Coventry University will be hosting summer schools. In order to make the necessary arrangements to facilitate the visit the parties will be processing personal data.</p> <p>Coventry University shall process the Personal Data for the duration of the Main Agreement.</p>
<b>The nature and purpose of the Processing</b>	<p>The nature of processing is collection, storage, duplication and deletion.</p> <p>The purpose of the Processing is in connection with the delivery of various Summer School programmes by Coventry University.</p>
<b>The type of Personal Data being Processed</b>	<p>MIT AOE students' name, contact details, date of birth, passport details.</p> <p>Coventry University staff names and contact details; MIT AOE staff names and contacts details;</p>
<b>The categories of Data Subjects</b>	<p>MIT AOE students MIT AOE staff Coventry University staff</p>
<b>Permitted Recipients</b>	<p>Members of Coventry University's Group. MIT AOE</p>
<b>Locations (including the geographic region) in which the personal data may be Processed by MIT AOE</b>	<p>UK and India</p>
<b>Single point of contact for sharing</b>	<p>Coventry University: <a href="mailto:dpo@coventry.ac.uk">dpo@coventry.ac.uk</a></p> <p>MIT AOE: <a href="mailto:janhavi2730@gmail.com">janhavi2730@gmail.com</a></p>

#### PART 2

#### PERMITTED PURPOSE

Both Parties shall share Personal Data for the purposes of fulfilling their respective obligations under the Main Agreement, namely in relation to the delivery of summer school programmes by Coventry University.



**SCHEDULE 2**  
**INFORMATION SECURITY**

**1. INFORMATION SECURITY**

1.1 Both Parties shall implement technical and organisational controls to deliver appropriate cyber and information security in relation to the Shared Data.

1.2 The Parties shall each implement the Cloud Security Principles published by the National Cyber Security Centre ("NCSC"), in so far as they are relevant to the data sharing arrangements under the Agreement, and has layered any relevant additional internal controls to protect the confidentiality, integrity, and availability of Shared Data.

**2. INFORMATION SECURITY POLICY AND ASSOCIATED STANDARDS**

Each Party shall implement and maintain throughout the Term a range of measures including appropriate policies and procedures associated with the delivery of effective information security.

**3. ADDITIONAL SECURITY REQUIREMENTS**

**3.1 Data in Transit Protection**

3.1.1 User data transiting networks will by both Parties be adequately protected against tampering and eavesdropping.

**3.2 Asset Protection and Resilience**

3.2.1 User data, and the assets storing or processing it, will by both Parties be protected against physical tampering, loss, damage, or seizure.

**3.3 Separation Between Users**

3.3.1 Both Parties will maintain an infrastructure to ensure a malicious or compromised user will not be able to affect the Shared Data.

**3.4 Established Governance Framework**

3.4.1 Both Parties will have a governance framework which coordinates and directs their respective management of the Shared Data.

**3.5 Operational Security**

3.5.1 The Parties shall each manage their respective systems to impede, detect or prevent attacks impacting the Shared Data.

**3.6 Secure Development**

3.6.1 Each Party shall ensure that systems are designed, developed and deployed in a way that will identify and mitigate threats to security.

**3.7 Supply Chain Security**

3.7.1 The Parties shall each ensure that their respective supply chains support all appropriate and necessary security controls.

**3.8 Personnel Security**

3.8.1 Both parties shall subject personnel to security screening and regular security training, appropriate to their role and privileges.

3.9 **Identity And Authentication**

3.9.1 The Parties shall each ensure access to any interfaces upon which the Shared Data is hosted will be constrained to authenticated and authorised individuals.

\* <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>



### SCHEDULE 3

#### DATA TRANSFER AGREEMENT

## International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

### Part 1: Tables

**Table 1: Parties**

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: Coventry University Trading name (if different): N/A Main address (if a company registered address): Priory Street, CV1 5FB Official registration number (if any) (company number or similar identifier):	Full legal name: MIT Academy of Engineering Trading name (if different): <input type="text"/> Main address (if a company registered address): Alandi Road, Pune 412 105, Maharashtra, India Official registration number (if any) (company number or similar identifier): <input type="text"/>
Key Contact	Full Name (optional): Job Title: DPO Contact details including email: dpo@coventry.ac.uk	Full Name (optional): <input type="text"/> Job Title: Dean Contact details including email: janhavi2730@gmail.com
Signature (if required for the purposes of Section 2)	N/A	N/A

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>		<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: <input type="text"/> Reference (if any): <input type="text"/> Other identifier (if any): <input type="text"/> Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

**Table 3: Appendix Information**

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

**Data exporter:**

Name: Coventry University

Address: Priory Street, Coventry, UK CV1 5FB

Contact person's name, position and contact details: Gurdeep Chayra, dpo@coventry.ac.uk

Activities relevant to the data transferred under these Clauses: Summer school programme provided by Coventry University.

Signature and date:

Richard P.K. Wells  
Richard P.K. Wells (May 31, 2023 09:51 GMT+1)

May 31, 2023

Role (controller/processor): Controller



**Data importer:**

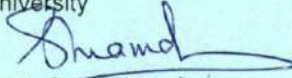
Name: MIT Academy of Engineering

Address: Alandi Road, Pune – 412 105, Maharashtra, India

Contact person's name, position and contact details: Janhavi Inamdar, janhavi2730@gmail.com

Activities relevant to the data transferred under these Clauses: Summer school programme provided by Coventry University

Signature and date:



Role (controller/processor): Controller

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**Annex 1B: Description of Transfer:**

- Categories of data subjects whose personal data is transferred: Coventry University Group staff
- Categories of personal data transferred: Name and contact details.
- Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: N/A
- The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): One-off
- Nature of the processing: Collection, storage, duplication, deletion.
- Purpose(s) of the data transfer and further processing: (a) administer the Main Agreement and in connection with the Permitted Purpose; (b) share the Personal Data; (c) compile, dispatch and manage the payment of any invoices relating to the Main Agreement; (d) manage the Main Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Main Agreement and/or the Permitted Purpose; and (f) comply with their respective regulatory obligations.
- The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: For the duration of the Main Agreement.
- For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: N/A

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**Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: *Measures for the protection of data during transmission, Measures for internal IT and IT security governance and management***

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**Annex III: List of Sub processors (Modules 2 and 3 only): N/A**

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**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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**Part 2 Mandatory Clauses:**

<b>Mandatory Clauses</b>	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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Richard P.K. Wells

Richard P.K. Wells (May 31, 2023 09:51 GMT+1)

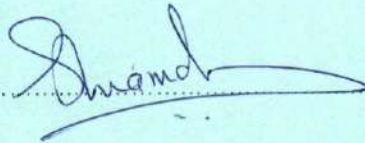
Signed for and on behalf of

**COVENTRY UNIVERSITY**

Name: Richard P.K. Wells

Position: Pro Vice-Chancellor (International)

Date: May 31, 2023



Signed for and on behalf of

**MIT ACADEMY OF ENGINEERING**

Name: Dr. Janhavi Inamdar

Position: Dean External Relations MIT AGE

Date:

# Cooperation Agreement

between

**Part A:**

**RWTH International Academy gGmbH**

Campus Boulevard 30  
52074 Aachen – Germany  
Represented by Managing Director  
Dr. Helmut Dinger

**Part B:**

**MIT Academy of Engineering (MIT AOE)**

Kate Patil Nagar, Alandi road,  
Pune - 412 105  
Represented by Director, Dr. Mahesh Goudar and Dean, External Relations and Professor of School  
of Civil Engineering, Dr. Janhavi Inamdar

**Preamble**

The two parties agree on the following terms based on the principle of friendly consultation and sincere cooperation:

**§ 1 Object of agreement**

**MIT AOE and RWTH International Academy gGmbH** agree to qualify undergraduate students in the “RWTH 4+2 Program”. Within the framework of the program, students are to fulfill admission requirements for one of the following international Master’s degree programs of RWTH Aachen University in the field of Engineering and Management & Engineering and subsequently start their Master’s degree program at RWTH Aachen University.

- *M.Sc. Computer Aided Conception and Production in Mechanical Engineering*
- *M.Sc. Management and Engineering in Computer Aided Mechanical Engineering*
- *M.Sc. Smart Production Engineering*



- *M.Sc. Management and Engineering in Production Systems*
- *M.Sc. Robotic Systems Engineering*
- *M.Sc. Textile Engineering*

All future Master's degree programs that are still in development are included in this listing.

## **§ 2 Formal structure and scope of the RWTH 4+2 Program**

(1) The RWTH 4+2 Program has a duration up to 4 years. Participants complete the program alongside their undergraduate studies.

(2) The RWTH 4+2 Program consists of five science and engineering courses offered by RWTH Aachen University. The courses are designed in close cooperation with the directors of the institutes at RWTH Aachen University.

(3) All five courses will be provided each year.

(4) The courses will be delivered in a digital format and with interactive components.

(5) Participants who successfully complete the courses and pass the exams will be awarded at least 30 credit points (according to the European Credit Transfer System standard) in the form of certificates.

(6) After successfully passing the RWTH 4+2 Program, participants then apply for one of the Master's degree programs listed under § 1. Participants must submit the following documents in English when applying for a Master's degree program:

- Transcript of records
- GRE (VR 145 | QR 160 | AW 3)
- Proof of professional experience of at least 6 months\*
- CV
- Motivation letter
- Two letters of recommendation
- Bachelor degree certificate\*\*
- Proof of English language proficiency (TOEFL internet-based minimum of 90 pts or academic IELTS minimum overall band 5.5)\*\*

\* Proof of 12 months of professional experience must be provided at the time of enrollment.

\*\* Must not be present until enrollment.

(7) Qualified participants will be admitted to the Master's degree programs (see § 1). The admitted students will complete the Master's program at RWTH Aachen University within 2 years.

### **§ 3 Qualification of the participants**

- (1) MIT AOE will select excellent undergraduate students who are pursuing a Bachelor's program in Mechanical Engineering or a related discipline (e.g. Automotive, Aerospace or Energy Engineering, Manufacturing, Structural, Industrial or Production Engineering).
- (2) Participants must prove themselves as qualified students through a letter of recommendation and provide an English test at the level of at least B2. Students must also have sufficient work experience: 3 months work experience for students in the penultimate year of their Bachelor's program and 6 months work experience for students in their final year or Bachelor's graduates.

### **§ 4 Program fees**

- (1) The program fees for the RWTH 4+2 Program are currently EUR 8,000.
- (2) The tuition fees for a Master's degree program in Engineering or Management & Engineering are currently EUR 22,000 Euro (4 semesters).
- (3) The program fees for the RWTH 4+2 Program will be transferred by each participant to the account of RWTH International Academy.
- (4) RWTH International Academy reserves the right to adjust the fees for all its programs if circumstances indicate that higher costs are to be expected. An adjustment will be made after written explanation to MIT AOE.

### **§ 5 Obligations of RWTH International Academy**

- (1) RWTH International Academy is responsible for the implementation of the RWTH 4+2 Program and the Master's degree programs listed under § 1.
- (2) RWTH International Academy advises and supports all applicants and participants in all organizational matters.
- (3) RWTH International Academy monitors the quality of all programs and assures a high level of quality in the various elements. RWTH International Academy vouches for the programs with regard to the quality requirements of RWTH Aachen University for further education.
- (4) RWTH International Academy informs applicants about all services, their rights and obligations when participating in the programs.
- (5) RWTH International Academy offers 10 scholarships of 50 % each year for students of MIT AOE.
- (6) RWTH International Academy offers at least 20 study places in the Master's degree program listed under § 1 for students who have successfully passed the RWTH 4+2 Program.

### **§ 6 Obligations of MIT AOE**

- (1) MIT AOE is responsible for the selection of applicants for the RWTH 4+2 Program.
- (2) MIT AOE has to make transparent that a program fee is charged for the RWTH 4+2 Program.



(3) MIT AOE undertakes to inform all participants that they have to conclude a separate participation agreement with RWTH International Academy.

### **§ 7 Intellectual Property, Copyright**

All training materials (whether on paper or in any other conceivable form such as video or audio material) are protected by copyright. The training materials and all other documents, graphics, images, sound recordings and other forms of information provided by the institutes of RWTH Aachen University, RWTH International Academy or its representatives may only be copied, distributed, or used in any other way with the explicit written consent of the institutes of RWTH Aachen University and RWTH International Academy.

### **§ 8 Data protection**

RWTH International Academy and MIT AOE treat all personal data confidentially and only use it in accordance with the provisions of data protection law. Personal data will be stored and used for organizational purposes in order to inform in the future about offers of MIT AOE or RWTH International Academy. All participating students have the right to withdraw their consent to the storage and use of their data in writing form at any time.

### **§ 9 Confidentiality**

Both partners undertake to maintain confidentiality about all information and knowledge of the program and not to disclose any information to third parties.

### **§ 10 Duration, Terms and Termination**

(1) This agreement shall be effective for three years from the date of the last signature. After each year, the parties shall undertake a joint evaluation in order to improve and successfully develop the cooperation.

(2) All partners reserve the right to terminate the agreement for serious reasons at any time. Serious reasons are unforeseeable cases, e.g. political changes or non-payments. Termination and withdrawal from the RWTH 4+2 Program must be made in writing by one of the two parties, observing a six-month notice period to the other party.

(3) If the termination date falls during the program phase of the RWTH 4+2 Program, the agreement shall be terminated at the end of the respective program phase. All current obligations shall be fulfilled.

(4) Rights arising from this agreement may not be transferred to third parties.

### **§ 11 Controlling Laws**

(1) Before resorting to external dispute resolution mechanisms, the parties shall attempt to resolve all disputes relating to this Agreement through negotiation.

(2) At all times RWTH International Academy has to perform under this agreement and RWTH International Academy's obligations shall be subject to and be controlled by legislations of the Federal Republic of Germany.

(3) At all times MIT AOE has to perform under this agreement and MIT AOE's obligations shall be subject to and be controlled by the legislations of Government of India.

#### **§ 12 Place of fulfilment and legal venue**

The place of fulfilment and legal venue shall be Aachen, Germany.

#### **§ 13 Severability Clause**

If any provision of this agreement and/or any individual agreement based on it is held to be illegal, invalid or unenforceable in whole or in part under any applicable enactment or rules of law, such illegality, invalidity or unenforceability shall not affect the remainder of this agreement, and the parties shall attempt in good faith to substitute a legal, valid and enforceable provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.



## Signatures

For RWTH International Academy gGmbH

Dr. Helmut Dinger  
Managing Director

INTERNATIONAL RWTH AACHEN  
ACADEMY UNIVERSITY

RWTH International Academy gGmbH

Campus-Boulevard 30

52074 Aachen, GERMANY

Tel. +49 241 80-99367

Email: [info@academy.rwth-aachen.de](mailto:info@academy.rwth-aachen.de)

[www.academy.rwth-aachen.de](http://www.academy.rwth-aachen.de)

Date: 20.07.2023

For MIT AOE

Dr. Mahesh Goudar  
Director,  
MIT Academy of Engineering, Pune  
Email: [mdgoudar@mitaoe.ac.in](mailto:mdgoudar@mitaoe.ac.in),  
[director@mitaoe.ac.in](mailto:director@mitaoe.ac.in)

Date: 

Pune, India

For MIT AOE

Dr. Janhavi Inamdar,  
Dean, External Relations and Professor,  
School of Civil Engineering,  
MIT Academy of Engineering, Pune  
Email: [janhavi.inamdar@mitaoe.ac.in](mailto:janhavi.inamdar@mitaoe.ac.in)  
Mobile: +91-9987899586



Date: \_\_\_\_\_

Pune, India

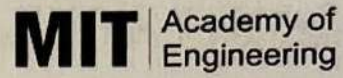
For AcademyIAM India (India Office)

Dr.-Ing. Sandeep P. Patil  
Director of India Office at RWTH International  
Academy  
Email: [S.Patil@academy.rwth-aachen.de](mailto:S.Patil@academy.rwth-aachen.de)  
Mobile: +91-9155995525



Date: 30.06.2023

Pune, India



**May 2023**

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**UNIVERSITY OF EAST ANGLIA (1)**

**And**

**MIT ACADEMY OF ENGINEERING, (2)  
ALANDI, PUNE**

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**MEMORANDUM OF UNDERSTANDING**

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**THIS MEMORANDUM** is made on the date of the second Party's signature set out below **BETWEEN:**

- (1) **UNIVERSITY OF EAST ANGLIA**, Norwich Research Park, Norwich, NR4 7TJ ("the **University**"); and
- (2) **MIT ACADEMY OF ENGINEERING, Alandi, Pune**, Dehu Phata, Alandi (D), Pune-412105 (the "**Institution**")

## **WHEREAS**

### **1 Preamble**

- 1.1 This Memorandum of Understanding ("**MOU**") is intended to promote co-operation, discussions and positive academic relations between the University and the Institution to their mutual benefit.
- 1.2 By way of example only, opportunities may be sought for the exchange of students and academic staff, and/or for collaboration on joint research projects or such other activities as mutually agreed from time to time.
- 1.3 Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 3.2, 4, 5, 6 and 7. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved in writing and signed on behalf of both Parties.
- 1.4 The purpose of this MOU is to enable the University and the Institution to pursue the Objectives by undertaking the Tasks, all as set out below.

The Parties agree as follows:

### **2 Objectives**

- 2.1 The Parties agree to facilitate discussions in good faith in relation to:
  - 2.1.1 the promotion of good relations between the Parties and encouragement of activities of mutual interest and benefit;
  - 2.1.2 visits by staff between the two Parties and/or meetings by staff at remote locations such as conferences;
  - 2.1.3 the exploration of collaborative teaching opportunities including student exchanges and/or joint degree programmes as appropriate;
  - 2.1.4 collaboration on research projects of mutual interest and exploration of suitable funding opportunities as they arise
  - 2.1.5 the exchange of students and/or members of academic staff as agreed between the Parties and as appropriate to the circumstances of each Party, and;



2.1.6 the exchange of information including, but not limited to exchange of library materials and research publications;

2.1.7 such additional activities as may be identified and agreed in writing by the Parties.

### **3 Tasks for each Party**

3.1 Each Party agrees to:

3.1.1 Maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MOU;

3.1.2 Review this MOU on an annual basis or as may be otherwise agreed by the Parties in writing from time to time, providing the other Party with relevant information and statistics in relation to the Objectives, and;

3.1.3 Nominate a senior member of staff to be responsible for overseeing the implementation of this MOU. For MIT AOE: Janhavi Inamdar, Dean, External Relations & Professor, School of Civil Engineering, MIT Academy of Engineering, Alandi, Pune, India, Email: janhavi2730@gmail.com

### **4 Costs**

4.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of their own staff involved in visits associated with this MOU.

4.2 **Notwithstanding any other provisions of this MOU, this clause 4 shall be legally binding on both Parties.**

### **5 Confidentiality, Freedom of Information, Data Protection**

5.1 **Confidentiality.** Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MOU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure. The obligations of the Parties under this clause 5.1 shall continue following the expiry or termination of this MOU.

5.2 **Freedom of Information.** The Institution acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and the Institution agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by the University (at its expense) to enable the University to comply with its obligations under the FOIA, including but not limited to, providing the University with such information in its possession or power as may be reasonably requested in order for the University to comply with its obligations under the FOIA.



5.3 **Data Protection.** Each Party agrees to comply with the Data Protection Legislation to the extent its activities under this MOU involve any Processing of Personal Data. The Parties do not anticipate any sharing of Personal Data about the students and/or academic staff to which discussions under this MOU relate. The Parties agree that, if this changes, they shall discuss and implement any necessary further agreement prior the sharing of such data. For the purposes of this clause 5.3, (i) "**Data Protection Legislation**" means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals, including, to the extent applicable: (i) the Data Protection Act 2018 ("**DPA**"), the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the DPA ("**UK GDPR**") and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and (ii) General Data Protection Regulation (EU) 2016/679; and (ii) the terms "**Processing**" and "**Personal Data**" shall be construed in accordance with the applicable Data Protection Legislation.

5.4 **Notwithstanding any other provisions of this MOU, this clause 5 shall be legally binding on both Parties.**

## 6 Intellectual Property

6.1 Any intellectual property rights owned by a Party before the date of this MOU and during the term of this MOU will remain the property of that Party. Nothing contained in this MOU will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.

6.2 In the event that either 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 recruitment, such Party shall obtain the written consent of the other Party in advance of such use on each occasion.

6.3 Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertake that the wording for any marketing materials shall be agreed jointly between the Parties prior to its use.

6.4 **Notwithstanding any other provisions of this MOU, this clause 6 shall be legally binding on both Parties.**

## 7 General

7.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7.2 Nothing contained in this MOU shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power, or authority to create any obligation express or implied on behalf of the other Party.

7.3 This MOU is governed by English law. The Parties hereby submit to the exclusive jurisdiction of the English Courts.

7.4 **Notwithstanding any other provisions of this MOU, this clause 7 shall be legally binding on both Parties.**



## **8 The Understanding**

- 8.1 Proposals under this Agreement will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at the University will be Dr Stefano Landini and for the Institution shall be Dr. Janhavi Inamdar
- 8.2 The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this Agreement and signed by both Parties and exchanged prior to commencement.

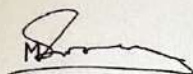
## **9 Status and operations of this MOU**

- 9.1 Neither this MOU nor any discussions between the Parties to date are intended to give rise to, nor are to be construed as giving rise to any legally binding obligations on any party, with the exception only of the provisions set out in this clause 9 and those in clauses 4, 5, 6 and 7.
- 9.2 This MOU will be valid and remain in effect from the date of signature for a period of five years. Unless it is extended by the written agreement of both Parties prior to this date, the MOU shall automatically expire on the fifth anniversary of the date of the MOU.
- 9.3 This MOU may be terminated by either Party, for any reason, in writing by giving at least 30 days' written notice to the other Party, it being understood that neither Party shall incur any liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with exercising its right to terminate this MOU for any reason or otherwise failing to pursue the Objectives or Tasks under clauses 2 or 3 above.
- 9.4 Expiration or termination of the MOU for whatever reason shall not affect the validity or enforceability of any legally binding agreement concluded by the Parties pursuant to this MOU which has been properly concluded and come into effect between the Parties (unless such legally binding agreement provides otherwise).
- 9.5 This MOU was drawn up in English. If this MOU is translated into a language other than English, in the event of any conflicts between the two versions, the English language version shall prevail and be the sole authoritative version.

### **SIGNED BY**

For and on behalf of

The **UNIVERSITY OF EAST ANGLIA**



Name: Professor Mark Searcey

Pro-Vice-Chancellor

Dated 25.05.2023

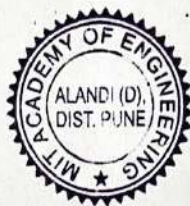


SIGNED BY



For and on behalf of

The MIT Academy of Engineering



**DIRECTOR**  
MIT Academy of Engineering  
Alandi (D), Pune-412105.

Name Prof. Mahesh Goudar

Position Director

Dated

**MIT**(An Institute of Technology affiliated to Savitribai Phule Pune University)**Academy of  
Engineering****TRANSPORT AND  
TELECOMMUNICATION  
INSTITUTE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MIT Academy of Engineering, Alandi, Pune  
AND  
TRANSPORT AND TELECOMMUNICATION INSTITUTE (LATVIA)**

MIT Academy of Engineering, Alandi, Pune (MIT AOE) represented by its Director, Dr. Mahesh Goudar and Transport and Telecommunication Institute (TSI), represented by its Rector, Mr. Juris Kanels (hereinafter referred to as "the Parties");

Desirous of establishing mutually beneficial cooperation between the Parties;

Have agreed as follows:

**Article 1.**

**Areas of Cooperation**

The cooperation within the framework of this Memorandum of Understanding subject to availability of funds and based on the legislation of the Parties shall cover the following activities and programs which inter alia include:

- a) Exchange of visits, faculties and students exchange;
- b) Development and implementation of joint educational and research projects;
- c) Joint publication of the results of research activities;
- d) Participation in courses, seminars, trainings, conferences and summer schools organized by either of the Parties.
- e) Exchange of academic materials and other information;
- f) Other activities and programs as may be mutually agreed upon by the Parties.

**Article 2.**

**Terms of Cooperation**

The required budget for each specific program and activity that is implemented under the provisions of this Memorandum of Understanding shall be mutually agreed upon by Parties prior to the initiation of the particular program or activity.



### **Article 3.**

#### **Persons in charge**

The Parties will designate Persons in charge to develop and coordinate specific activities or programs under this Memorandum of Understanding.

#### **For MIT AOE:**

Dr. Janhavi Inamdar

Dean, External Relations & Professor, School of Civil Engineering, MIT Academy of Engineering, Alandi, Pune, India

Email: [janhavi2730@gmail.com](mailto:janhavi2730@gmail.com)

#### **For TSI:**

Inese Romaneca

Chief Commercial Officer

Email: [romaneca.i@tsi.lv](mailto:romaneca.i@tsi.lv)

### **Article 4.**

#### **Protection of intellectual property rights**

- 1) The protection of intellectual property rights shall be enforced in accordance with national legislation of the Parties.
- 2) The use of the name, logo and \ or official emblem of any of the Parties on any publication, document and \ or paper is prohibited without the prior written approval of the other Party.

### **Article 5.**

#### **Amendments and Additions**

Amendments and additions in this Memorandum of Understanding can be made by mutual consent of the Parties. Any amendment and addition in this Memorandum of Understanding are legalized by the protocols forming an integral part of this Memorandum of Understanding.

### **Article 6.**

#### **Settlement of disputes**

Any dispute between the Parties arising out of the interpretation, application or implementation of the provisions of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties.

### **Article 7.**

## Other regulations

This Memorandum of Understanding serves as an intention of the Parties to define the basis of mutual cooperation and will not give a rise to any legal obligations. This Memorandum does not give a third party any legal right and do not affect the rights and obligations of the Parties resulting from other international agreements in force, to which either is a Party.

## Article 8.

### Entry into force, duration and termination

This Memorandum of Understanding shall enter into force on the date of signing and shall remain in force for a period of five (5) years. Thereafter, it shall be automatically extended for a successive periods of five (5) years, unless one of the Parties notify the other of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) month prior to the date of the intended termination. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities/programs which has been agreed upon prior to the date of termination of this Memorandum of Understanding.

This Memorandum of Understanding has been done in two originals each in English languages, all texts being equally authentic.

**FOR MIT ACADEMY OF ENGINEERING,  
ALANDI, PUNE**

**DIRECTOR: DR. MAHESH GOUDAR**

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**Address:**  
**Dehu Phata, Alandi (D), Pune-412105**  
**Phone: +91-9987899586**  
**E-mail: [director@mitaoe.ac.in](mailto:director@mitaoe.ac.in)**

**FOR TRANSPORT AND  
TELECOMMUNICATION INSTITUTE**

**RECTOR: Ph.D. JURIS KANELS**

---

**Address:**  
**Lomonosova street 1, Riga,**  
**LV-1019, Latvia**  
**Phone.: +371 67 100 661**  
**E-mail: [sekretare@tsi.lv](mailto:sekretare@tsi.lv)**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_



## STUDENT ENROLMENT AGREEMENT

### BETWEEN

1. **THE UNIVERSITY OF LIVERPOOL** of The Foundation Building, 765 Brownlow Hill, Liverpool, England (“UoL”)

### AND

2. MIT Academy of Engineering, Dehu Phata, Alandi (D)-412105 (“MIT AOE”)

The above named shall be referred to jointly as the “Parties” or singularly as a “Party” or “home Party” denoting MIT AOE.

### Recitals

It is the purpose of this Student Enrolment Agreement (“Agreement”), to define the roles and responsibilities of the Parties to facilitate the enrolment of registered undergraduate students at MIT AOE (the “Students”) on a study abroad programme at UoL (the “Programme”).

The Parties, acting in good faith, wish to engage in the Programme for the beneficial promotion of their Student’s academic, physical and cultural experience.

The Parties agree as follows:

#### 1. Principles

1. Student enrolment shall be on a fee-paying basis, the tuition for which shall be announced in advance by UoL on the University website. Students nominated by MIT AOE will be eligible for a standard 10% tuition fee discount, or other agreed discount which will be communicated directly prior to the recruitment of any student.
2. Students will enrol as “general” students of UoL. It is not the intention of the Programme for UoL to issue any kind of academic qualification to a study abroad student and UoL is under no obligation to do so.

#### 2. Selection and Application

1. UoL will open participation in the Programme to those Students who will have completed at least one year of undergraduate study prior to participation in the Programme.
2. Following an application process conducted by MIT AOE, participating Students shall be selected on the basis of academic merit and suitability for the Programme. MIT AOE shall then nominate the selected students to UoL.
3. It is the responsibility of those selected students to follow the application procedure of UoL. Students shall decide upon their programme of study by consulting the list of available modules provided by UoL.
4. Students will pursue an academic programme of study developed in consultation with the home Party. Subject to clause 2. (5), UoL will permit a study abroad Student to enrol in any



course available to study abroad Students where they meet the relevant academic prerequisites and language proficiency requirements.

5. Undergraduate courses offered by UoL through its Schools of Architecture, Dentistry, Veterinary Science, Health Sciences, Law, and Management School, contain certain modules which are not available to study abroad Students. A list of those restricted courses are contained in the UoL's Guide to Choosing Modules which is available for potential exchange students to consider prior to applying for such a course at: <https://www.liverpool.ac.uk/study-abroad/inbound/study-in-liverpool/academic/>
6. UoL may reject a Student's application if the chosen area of study is oversubscribed and or if UoL does not have the capacity or resources to support the Student's needs.
7. Subject to clauses 2 (6) and (8), if UoL deems an application to be unsuitable it may reject the applying Student. In such an event, MIT AOE may nominate an alternative Student for consideration by UoL. Any such rejection must be accompanied by a written reason for the rejection.
8. A nominated alternative Student may be rejected by UoL if there is insufficient time to process the Student's application and/or visa requirements, prior to the commencement of the chosen course of study.

### **3. Students' Obligations**

1. Students shall pay all tuition and any other study related costs either directly to UoL, or with prior agreement via their home institution, at which point UoL will invoice MIT AOE the agreed amount. All tuition fees must be paid before registration on the course can take place.
2. Students shall be responsible for their own financial support including international transportation, accommodation, living expenses. UoL bears no responsibility for providing funds to any study abroad Student for any purpose.
3. Students shall be responsible for obtaining the necessary visa, passport and/or other travel documents.
4. With the exception of students on the International Summer School for whom on-campus accommodation is guaranteed, students shall be responsible for securing their own accommodation in the host country. If a student does request on-campus accommodation at UoL, every reasonable effort will be made to offer them a place, however such places in on-campus accommodation at UoL cannot be guaranteed.
5. Students shall agree a programme of study for the period of study with tutors at their home institution and shall return a proposed programme of study to UoL as part of the application procedure.
6. Students shall abide by the laws of the host country and the policies and procedures of the host Party.
7. Students coming to the UoL must obtain their own travel insurance and health insurance cover.

### **4. Parties' Obligations**

1. UoL shall provide Students with an identifiable contact responsible (a "Responsible Officer") for assisting with student enrolment and welfare issues.
2. UoL shall make directly available to the Student a full list of available modules, from which study abroad Students can choose to complete their proposed programme of study.



3. UoL shall send a pre-departure package to each Student, and organize an orientation programme for the Student upon their arrival which shall include, but not be limited to, relevant local social, cultural, transportation and geographical information that may be needed by a Student.
4. Subject to clause 10, UoL shall establish records of Students as if they were regularly enrolled students. At the completion of the Programme, UoL will provide an official report to the Responsible Officer of the home Party, along with any other information or data held in relation to the Student, if requested by the home Party.
5. The home Party shall make reasonable efforts to assist its outbound Students with obtaining the appropriate visa for the period of the Programme. However, the institutions shall not be liable to each other or to any participant for the failure of the participant in obtaining the necessary documents.
6. The home Party shall advise its outbound Students on choosing a suitable programme of study.
7. The home Party will provide assistance to its outbound Students with obtaining travel insurance, emergency medical insurance (where necessary) and third-party liability insurance.
8. UoL will permit Students to use and make applications in compliance with those policies and procedures that are available to its own registered students.
9. UoL will consider Student complaints related to academic or non-academic matters in accordance with its own policies and procedures.
10. In the event an academic complaint made by a Student to UoL remains unresolved, the Student shall be entitled to raise that unresolved academic complaint with their home institution under its Student Complaints Policy and Procedure. In respect of academic appeals, the home Party may request information pertinent to the appeal from the host party. Both Parties shall undertake such collaboration as necessary to resolve students' complaints.

**5. Responsible Officers**

The Department of External Relations of MIT AOE, Pune, India, names as its responsible officer Dr. Janhavi Inamdar.

The University of Liverpool, names as its responsible officer: Sarah Husain, Head of Global Opportunities Team who may nominate an appropriate team member.

**6. Duration of Agreement**

1. This Agreement shall remain in force for five years from the date of the last signature.
2. Any extension or modification to this Agreement must be in writing and signed by authorised representatives of both Parties.
3. Either Party may terminate this Agreement upon six months prior written notice.
4. If UoL is hosting Students prior to receipt of a notice of termination under clause 6. (3), it will allow those Students to complete their approved course of study even if that course continues after the date of termination.

**7. Use of University names and logos**

1. Neither Party is entitled to use the name, logo nor any other such branding of the other Party without the other Party's consent.



2. All goodwill arising from the use of a Party's name, logo or other such branding, shall vest in that Party.
3. A Party using the name, logo or branding of the other Party shall do so responsibly and with due respect for the other Party's reputation. All proposed promotional materials must first receive the approval of the other Party before they are made publicly available.
4. A Party whose name, logo or other branding is being used by the other Party in accordance with this clause 7 may, at any time, withdraw its consent for its name, logo or branding to be used by the other Party. Notice of the withdrawal of consent must be in writing. Upon receipt of such written notice, use of that Party's name, logo or other branding will immediately cease and be promptly removed from any publicly available material.

## 8. Indemnity

1. The host Party will indemnify and hold the home Party harmless against any claim or action that may be brought by or on behalf of an exchange Student for any loss, damage to property, personal injury or death suffered by the Student whilst under the supervision of the host Party.

## 9. Insurance

1. Both Parties will have suitable public liability insurance cover in relation to any claim that may arise under clause 8. as well as to cover any claims for loss, damage to property, personal injury or death suffered that may arise directly from the Student. A Party will, upon the reasonable request of the other Party, provide evidence of its public liability insurance arrangements.

## 10. Sharing Personal Data

1. MIT AOE acknowledges that the UoL is subject to the Data Protection Act (DPA) 2018.
2. The Parties acknowledge that to effectively facilitate the Programme it will be necessary for each Party to process personal data relating to the Students. MIT AOE will use its best endeavours to provide the UoL with any information or assistance it may require in compliance with its obligations under the DPA.
3. MIT AOE shall take measures to ensure adequate security is in place to protect a Student's personal data. MIT AOE shall ensure that processes are in place to allow individuals to access their personal data if they request it.
4. If there is an actual or potential loss or breach of personal data shared under this Agreement, the Party that suspects or suffers the loss or breach will immediately notify the other Party and will take appropriate actions to mitigate the loss or breach.

This Agreement shall take effect when signed by each institution:

Executed for  
MIT Academy of Engineering



On behalf of  
Dr. Mahesh Goudar, Director,

29/4/24

Executed for  
the University of Liverpool



Sarah Husain, Head of Global  
Opportunities

29/4/24





## **Memorandum of Understanding**

between

**Sheffield Hallam University Higher Education Corporation**

and

**MIT Academy of Engineering**

**(Statement of Intent and Non-legally binding)**

The parties to this memorandum of understanding ("MoU") are:

- (1) **SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION** whose principal address is at Sheffield Hallam University, City Campus, Howard Street, Sheffield S1 1WB, U.K. (the "University"); and
- (2) **MIT ACADEMY OF ENGINEERING** whose principal address is at Dehu Road, Alandi (D), Pune – 412105 (the "Institution").

## **PREAMBLE**

- A. This MoU is intended to promote co-operation, discussions and joint activities between the University and the Institution to their mutual benefit, details of which are set out in clause 1 (Objectives) below.
- B. Both parties confirm that:
  - a. this MoU is only a ***statement of intent*** which sets forth the general basis upon which both parties wish to discuss further. ***Nothing in this MOU is intended to be legally binding or shall be construed as creating any legally enforceable rights or obligations between the parties;*** and
  - b. where applicable, the implementation of the Objectives (in part or in whole) shall be subject to the conditions and recommendations set out by both parties during their respective internal approval processes; and also an approval from any relevant government or public authorities; and
  - c. each party shall bear its own costs in connection with, or for any work that it may undertake under this MoU, save and except as agreed separately in writing between the parties. For the avoidance of doubt, each party shall (unless otherwise agreed) meet the travel, accommodation and subsistence costs of their own staff involved in visits to the other party associated with this MoU.

## **1.OBJECTIVES**

- 1.1 The parties propose to discuss and explore an opportunity of any of the following activities:
  - *joint research;*
  - *staff and student exchange;*
  - *progression and joint development of programmes;*
  - *any other academic and scholarly endeavours.*(together the "Objectives").
- 1.2 The purpose of this MoU is to facilitate initial and non-confidential discussions in good faith between both parties in order to establish whether any of the activities comprised in the Objectives are suitable to be pursued.



- 1.3** *If the parties mutually agree to pursue any or all of the Objectives or joint activities; OR if they wish to share confidential or commercially sensitive information or personal data with each other under this MoU, they shall formally record such activities in separate legally-binding agreement prior to such arrangement for implementation or sharing.*

## **2. COMMENCEMENT AND DURATION OF THIS MOU**

- 2.1 This MoU is effective from the date of signature by both parties for a period of two (2) calendar years or until a formal agreement between the parties relating to the Programme is entered into, whichever is the earlier.

## **3. BRANDING**

- 3.1 The parties hereby acknowledge that the other party possesses the absolute and exclusive proprietary rights to its own name, branding, logos, coat of arms and intellectual property (registered or not) (the "**Brand**").
- 3.2 The parties further acknowledge that the other party's Brand shall remain the sole property of that party. This MoU does not grant any party the right to use the other party's Brand under any circumstances without prior written consent from the other party.

## **4. GENERAL**

- 4.1 The Institution acknowledges that the University is subject to its statutory duty to disclose under the UK laws (including but not limited to the Freedom of Information Act 2000 ("**FOIA**"), the Environmental Information Regulations 2004 ("**EIR**")), and that any information or data exchanged between the parties under this MoU may be subject to disclosure. The Institution will use its reasonable endeavours to assist the University to fulfil its statutory duties. It is always at the University's sole discretion to determine whether an exemption to disclosure of any requested information may apply in accordance with FOIA or EIR (as the case may be).
- 4.2 If this MoU is translated into any other language version, such other language version is solely for the purpose of ease of reference. If there are any discrepancies between the meaning of the English and other language versions, the English language version of this MoU shall always prevail over the others.

**Confirmation and acceptance by:**

Authorised to sign for and on behalf of <b>SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION</b>	Authorised to sign for and on behalf of <b>[full legal name of the Institution]</b>
Signature: 	Signature: 
Name: Mr James Richardson	Name: Dr. Mahesh Goudar
Title: Director of Global Development & Partnerships	Title: <b>DIRECTOR</b> Director, MIT Academy of Engineering Alandi (D.), Pune-412 105.
Date: 08.05.24	Date: 19.04.24







## **Memorandum of Understanding**

### **MIT Academy of Engineering**

And

### **Texas A&M University-Texarkana**

#### **1. Preamble**

In accordance with the mutual desire to foster cooperation this Memorandum of Understanding (“MOU”) is entered into by and between MIT Academy of Engineering and Texas A&M University-Texarkana, a member of The Texas A&M University System (the “A&M System”) and an agency of the State of Texas, and in order to explore the potential for collaboration in the areas set out below, the two institutions have signed the following Memorandum of Understanding. Texas A&M University-Texarkana and MIT Academy of Engineering are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

#### **2. Areas for potential collaboration**

Based on the principles of mutual benefit, both institutions intend to explore opportunities for:

- (a) Exchange of students between two institutions;
- (b) Exchange of faculty, scholars, and staff between two institutions;
- (c) Research collaboration in the fields with mutual interest between research staff, departments, and schools of both institutions;
- (d) Exchange and sharing of teaching and academic materials, publications, reference, and other pertinent information.
- (e) Double Degree Programs
- (f) Summer Program / Study tours with certification
- (g) Articulation

#### **3. Implementation of Memorandum**

Both institutions agree that specific projects and activities shall be developed for implementation of this Memorandum based on discussions and negotiations between the two institutions. Agreements or contracts shall be signed separately to carry out these projects and activities.

Both institutions agree that all financial arrangements shall be determined based on specific projects and activities and will depend on the availability of funds.



#### 4. Term

This Memorandum of understanding shall become effective for **five years** (as per mutual understanding) upon the date of the last party to sign and may be renewed by mutual consent in writing, not to exceed a renewal period of five (5) years.

#### 5. Termination of the MOU

This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

#### 6. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

#### 7. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided herein or authorized in writing.

#### 8. Notices

Every notice, request or any other communication required or permitted to be given pursuant to this MoU must be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which must be acknowledged by the other Party) and sent to the Parties at the addresses as stated below Texas A&M--Texarkana and OTHER PARTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M-Texarkana:	<u>7101 University Ave</u> <u>Texarkana, TX 75503</u>  <u>Attention: Contracts Office</u> <u>Phone: (903) 223-3111</u> <u>E-mail: <a href="mailto:contracts@tamut.edu">contracts@tamut.edu</a></u>
MIT Academy of Engineering:	<u>MIT Academy of Engineering,</u> <u>Alandi Road, Pune – 412 105,</u> <u>Maharashtra (India)</u> <u>Attention: Dr. Mahesh Goudar</u> <u>Phone: (+91) 998-789-9586</u> <u>E-mail: <a href="mailto:director@mitaoe.ac.in">director@mitaoe.ac.in</a></u>





## 9. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M--Texarkana is in the county in which the Member's chief executive officer is located.

Texas A&M--Texarkana is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. OTHER PARTY expressly acknowledges that Texas A&M--Texarkana is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Texas A&M--Texarkana of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

OTHER PARTY acknowledges that Texas A&M--Texarkana is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code (the "PIA"), in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M--Texarkana's written request, and at no cost to Texas A&M--Texarkana, Texas Strategic Staffing will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this MOU that is not otherwise excepted from disclosure under the PIA to Texas A&M--Texarkana in a non-proprietary format acceptable to Texas A&M--Texarkana that is accessible by the public.

This MOU constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this agreement. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

The Parties will neither assign its rights nor delegate its duties under this MOU without the prior written consent of the other Party.

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting the programs and activities contemplated under this MOU, including without limitation its own costs and expenses



in travel and accommodation. There will be no exchange of funds or other resources among the Parties.

Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this agreement.

In case any one or more of the provisions contained in this MOU will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this MOU will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto and will become effective on the date designated by such law or by regulation.

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**[SIGNATURE PAGES FOLLOW]**





The undersigned parties bind themselves to the faithful performance of this MOU:

**MIT Academy of Engineering**

DocuSigned by:  
*Dr. Mahesh Goudar*  
44882F6EE47041E...

Signature \_\_\_\_\_  
Name: Dr. Mahesh Goudar  
Title: Director  
Date: 5/16/2024

**Texas A&M University-Texarkana**

DocuSigned by:  
*Dr. Melinda Arnold*  
2927E0C0D2CA4EE...

Signature \_\_\_\_\_  
Name: Dr. Melinda Arnold  
Title: Provost and Senior VP of Academic Affairs  
Date: 5/15/2024

## **MEMORANDUM OF UNDERSTANDING**

**Between** Teesside University of Middlesbrough TS1 3BA and MIT Academy of Engineering, Pune, India ("the Parties")

Date this Memorandum is to take effect: 1 April 2024

1. This Memorandum of Understanding ("MOU") recognises the intention of the Parties to establish and build a relationship, co-operate in a broad range of areas and to work together to gain a mutual benefit. The Parties may seek to encourage and develop collaborative activities in various ways, including but not limited to; the exchange of scholarly ideas/expertise and research; the support of specific discipline interaction; the development of programmes, student exchanges; and advance entry from one institution to the other where the students are appropriately qualified.
2. Separate agreements will be required for any definitive collaborations as articulated by the Teesside University's quality processes. The Parties understand that any financial considerations associated with any collaboration will be dealt with via a legally binding contract. In the course of discussions, the Parties may, before the entering of a legally binding contract, wish to document the understanding reached on financials.
3. Both Parties recognise the value of this MOU in promoting its own programme and activities. However, any marketing material/activity which includes reference to the other party must be sent to that Party and be approved before use.
4. Each Party has its own internal policy and procedures regarding the use of its name, emblem and/or logo, and each Party agrees not to use the name, emblem and/or logo of the other Party without the other Party's prior consent which shall only be given after satisfying the requirements of its own relevant policy and procedures.
5. This MOU is for 5 years in the first instance and will be reviewed thereafter. Each Party has the right to discontinue the arrangements subject to a period of 3 months' notice to be given. This MoU may also be terminated at any time by mutual consent of both Parties.
6. In the event of termination, the Parties will honour any agreed commitments either via existing agreed arrangements or by suitable negotiated alternatives.
7. This MOU signifies a statement of intention to collaborate but is not a legally binding document and has no legal effect. The Parties agree that neither Party will make and claim against the other for any loss or damage including but not limited to any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement.

### **Signatures to the Agreement**

Dr Warren Harrison  
Pro Vice-Chancellor International

Dr Mahesh Goudar  
Director



**MIT**

**Academy of  
Engineering**

(An Autonomous Institute Affiliated to Savitribai Phule Pune University)



**Teesside  
University**

wh  
For and on behalf of  
Teesside  
University

Date: 28.03.2024

rojee

Date: 19/4/24

For and on behalf of MIT Academy of  
Engineering

**DIRECTOR**

MIT Academy of Engineering  
Alandi (D.), Pune-412 105.



**MEMORANDUM OF UNDERSTANDING**  
**FOR ACADEMIC COOPERATION**  
**BETWEEN**  
**Universidad Maria Auxiliadora**  
**AND**  
**MIT ACADEMY OF ENGINEERING**

Whereas **UNIVERSIDAD MARIA AUXILIADORA**, is a university established in the city of Lima, Peru, authorized by the Government of Peru by Res. 649-2011-CONAFU and Res. 143-2018-SUNEDU CD, with address in Avenida Canto Bello 431 San Juan de Lurigancho Lima, represented by its General Manager and Chancellor Dr. Gladys Ivonne Moran Paredes, hereinafter referred as "**UMA**", seeking to improve collaborations between their students, faculty and community ...

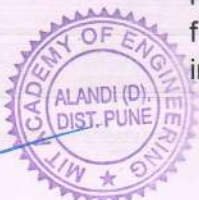
and

The **MIT ACADEMY OF ENGINEERING, ALANDI, PUNE**, an institution established under the laws of Bombay Public Trust Act, 1950(Act 29 of Bombay Law) and having an address at Dehu Phata, Alandi (D), Pune, India (hereinafter referred to as "**MIT ACADEMY OF ENGINEERING, PUNE**") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. **SCOPE AND FIELDS OF ACADEMIC COOPERATIONS**

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but are not limited to:





- A) MS , PhD studies abroad to students and faculties
- B) To host Summer school to students from foreign countries
- C) Summer school/ Internship to students of MIT ACADEMY OF ENGINEERING, PUNE in universities abroad
- D) Student Exchange of postgraduate / graduate /undergraduate students
- E) Semester Abroad Program
- F) One month training/ School Programs for foreign university students at MIT ACADEMY OF ENGINEERING, PUNE, Pune
- G) Exchange of Academic personnel / faculty
- H) Cooperative research and development activities
- I) Cooperative design of courses , conferences, Symposia, short courses or academic programs
- J) Joint research activities/ joint application for funding proposals
- K) Exchange of academic or scientific material and publications of common interest

(2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

(3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for UMA is DRA Gladys Moran, and for MIT ACADEMY OF ENGINEERING, PUNE is Dr. Janhavi Inamdar

## 2. FINANCIAL ARRANGEMENTS

(1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

## 3. INTELLECTUAL PROPERTY RIGHTS



- (1) The Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this Memorandum of Understanding shall be determined on a case by case basis, and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.

#### 4. CONFIDENTIALITY

- (1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.

#### 5. DURATION AND TERMINATION

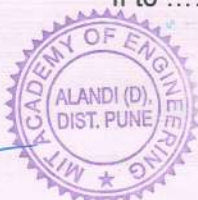
- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

#### 6. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

If to .....Universidad Maria Auxiliadora

Av. Canto Bello 431.....





San Juan de Lurigancho,

Lima-Peru .....

Attention: DRA Gladys Moran Paredes

Email: gladys.moran@uma.edu.pe

(b) If to MIT ACADEMY OF ENGINEERING, PUNE: Dehu Phata, Alandi  
(D), Pune – 412105

Maharashtra, India

Attention: Dr. Janhavi Inamdar

Email: janhavi2730@gmail.com

## 7. MISCELLANEOUS

- (1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and India and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

8. All communications from both the parties will be through Single Point of Contact (SPOC), on behalf of MIT ACADEMY OF ENGINEERING, PUNE, **Dr. Janhavi Inamdar** ([janhavi2730@gmail.com](mailto:janhavi2730@gmail.com)) **Mobile number +91-9987899586** and on behalf of **UMA DRA Gladys Moran** ([Gladys.moran@uma.edu.pe](mailto:Gladys.moran@uma.edu.pe) (+51970112011)) In case of any change in the details of SPOC of any university, they will inform to other university.

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Engineering

In Reply, please refer to

in Reply, please refer to

Project No. 10000000000000000000

Project No. 10000000000000000000

*Handwritten signature*



Department of Engineering

Department of Engineering

*Handwritten signature*

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IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of

Universidad Maria Auxiliadora


  
.....  
DRA. Gladys Ivonne Moran Paredes

Chancellor and General Manager



For and on behalf of

MIT Academy of Engineering

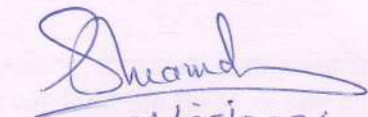
  
.....  
Dr. Mahesh Goudar,

Director

**DIRECTOR**  
MIT Academy of Engineering  
Alandi (D), Pune-412105.

Date: May 21<sup>st</sup>, 2024

Date: .....

  
21/05/2024  
Dr. Janhvi Inamdar



### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), effective as of the date last signed by the parties (“Effective Date”), is made and entered into by and between **Worcester Polytechnic Institute (“WPI”)**, based in Worcester, Massachusetts USA and **MIT Academy of Engineering**, based in Dehu Road, Alandi ( D), Pune, Maharashtra, India-412105( collectively, the “Parties”). The purpose of this MOU is to establish the terms and conditions under which the Parties may establish a relationship and an agreement to cooperate with each other on several potential activities.

1. **Potential Areas of Collaboration.** The Parties may collaborate on any number of activities, including but not limited to:
  - a. Meeting with students and alumni to discuss educational opportunities at WPI Joint research activities and publications
  - b. Undergraduate and graduate student project activities
  - c. Joint supervision of post-graduate student projects
  - d. Joint applications for research funding
  - e. Facilitation of access to analytical facilities
  - f. Exchange of students
  - g. Exchange of research personnel
  - h. Participation in seminars and academic meetings
  - i. Other cooperative efforts set forth in separate implementation agreements

These areas of collaboration may be expanded to include other fields of interest as mutually agreed-upon by the Parties.

2. **Terms of Collaboration.** The Parties will enter into separate implementation agreements (“Implementation Agreement”) for each activity upon which they collaborate. Each Implementation Agreement will become an appendix to this MOU. The Parties will mutually agree to such Implementation Agreement(s) in writing, prior to the initiation of the activity.
3. **Liaison Officers.** The Parties shall each designate a Liaison Officer to develop and coordinate the specific agreed-upon activity. Such Liaison Officers will be named in the Implementation Agreement. Notification of any change in Liaison Officers may be made, in writing, without amending this MOU.
4. **Financial Considerations.** Financial and/or funding considerations shall become the subject of specific discussion and agreement within a specific Implementation Agreement. No financial commitment whatsoever, on the part of either party to this MOU, is intended or implied.
5. **Term.** This MOU shall remain in force for a period of five (5) years from the Effective Date; provided, however, that this MOU may be terminated by either party, for any reason, by providing thirty (30) days’ written notice to the other party, unless the Parties mutually agree upon an earlier termination date. This MOU may be amended or extended only by mutual written agreement of the Parties.
6. **Non-Binding.** This MOU is not intended to create any legally binding obligations on either party but, rather, is intended to facilitate discussions regarding general areas of cooperation. The Parties agree and acknowledge that this MOU does not impose any obligations or constraints on each other.





IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by its duly authorized officer or representative.

WORCESTER POLYTECHNIC INSTITUTE

MIT Academy of Engineering

X AS

Signature

Name: Andrew Sears

Title: Senior Vice President and Provost

Date: 30 Sept 2024

Witness:

By: Mimi Sheller  
Name: Mimi Sheller  
Title: Dean of The Global School

Date: 9/27/2024

X

Signature

Name: Dr. Mahesh Goudar

Title: Director

Date: 5<sup>th</sup> Oct 24

Witness:

By: Dr. Janhavi Inamdar  
Name: Dr. Janhavi Inamdar  
Title: Dean, External Relations

Date: 5<sup>th</sup> Oct 2024

Memorandum of Understanding  
MIT University Academy of Engineering,  
India  
July 2024

**MEMORANDUM OF UNDERSTANDING**

**between**

**UNIVERSITY OF CENTRAL LANCASHIRE, UNITED KINGDOM**

**and**

**MIT ACADEMY OF ENGINEERING (MITAOE), PUNE, INDIA**

**DATE OF AGREEMENT: JULY 2024**



**University of  
Central Lancashire**  
UCLan

**MIT**

(An Autonomous Institute Affiliated to Savitribai Phule University)

**Academy of  
Engineering**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made

**BETWEEN**

**University of Central Lancashire (UCLan)** - a statutory higher education corporation with charitable status in England, having its registered address at Preston, Lancashire PR1 2HE

**AND**

**MIT University Academy of Engineering (MITAOE)** - an institution of higher learning in India, having its registered address at Alandi Road, Pune - 412 105, Maharashtra, India

### PREAMBLE

University of Central Lancashire and MIT University Academy of Engineering (the "Parties" and each "Party") wish to enter into this co-operative MOU to explore opportunities to collaborate within the context of education and training, research and innovation.

The Parties agree as follows:

#### 1. Length of MOU





- 1.1 This MOU shall be valid from the date of signing by both Parties and shall subsist for one calendar year.
- 1.2 Either Party may terminate the MOU by giving at least three months' notice in writing to the other Party.

#### 2. Statement of Intent

- 2.1 The Parties will discuss and agree on a formal framework for future collaboration. These discussions may include, but may not be limited to:
  - 2.1.1 Articulation into UCLan's School of Engineering and Computing programmes;
  - 2.1.2 future articulation/progression, CPD and wider research and knowledge exchange opportunities;
  - 2.1.3 the establishment of systems and procedures in order to support and administer the areas identified in 2.1;
  - 2.1.4 the management of quality assurance and regulatory compliance processes;
  - 2.1.5 collaboration in teaching, learning, research and knowledge transfer which are beneficial to both parties;
  - 2.1.6 staff development and training for the staff of both Parties;
  - 2.1.7 marketing and promotion activities.
- 2.2 Future collaboration and the delivery of any specific projects agreed within the context of this MOU shall be subject to a legally binding agreement between the Parties.

#### 3. Confidentiality

- 3.1 Each Party shall keep confidential the terms of this MOU and any confidential information that it may acquire from or in relation to the other Party in connection with this MOU, save that these obligations shall not apply to any information;
  - 3.1.1 which is or becomes publicly available or which is developed independently by a Party outside of the scope of this MOU;
  - 3.1.2 which a Party is required to disclose by order of a court of competent jurisdiction or by another competent authority; or

<p><b>SIGNED on behalf of University of Central Lancashire:</b></p> 	<p><b>SIGNED on behalf of MIT University Academy of Engineering:</b></p> 
<p><b>Ruth Connor</b>  <b>University of Central Lancashire</b> UCLan</p>	<p><b>Dr. Mahesh Goudar</b>  <b>MIT Academy of Engineering</b> POSITION: Alandi (D.), Pune-412 105.</p>
<p><b>Deputy Vice-Chancellor (Operations)</b> <b>DATE:</b> 23 July 2024</p>	<p><b>Director</b> <b>DATE:</b> 1<sup>st</sup> AUG 2024</p>
<p><b>PLACE OF SIGNING:</b>  Preston, UK</p>	<p><b>PLACE OF SIGNING</b> PUNE. INDIA.</p>





## **Memorandum of Understanding**

**Between**  
**MIT Academy of Engineering**  
**Pune, India**  
**and**  
**The University of Mississippi**  
**Oxford, Mississippi**

The University of Mississippi and MIT Academy of Engineering, Pune, India, wishing to establish relations between the two institutions, agree to cooperate with each other as follows:

### **Scope of the Collaboration**

Subject to mutual consent, the areas of cooperation will include any program offered at either institution as thought desirable and feasible on either side and that both sides think will contribute to the fostering and development of the cooperative relationship between the two universities.

Cooperation may be carried out through activities such as:

- a. Exchange of students and/or interns
- b. Exchange of faculty and/or staff
- c. Joint research activities and publications
- d. Participation in seminars and academic meetings
- e. Exchange of academic materials and other information
- f. Special short-term academic programs

The terms of cooperation for each specific activity implemented under this Memorandum of Understanding will be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreements entered into, as outlined above, will form appendices to this Memorandum of Understanding. Each institution may designate a liaison officer to develop and coordinate the specific activities and programs agreed upon.

### **Renewal, Termination, and Amendment**

This Memorandum of Understanding will remain in force for five years from the date of the final signature, with the understanding that it may be terminated by either party giving 12 months notice to the other party in writing, unless an earlier termination date is mutually agreed upon. The Memorandum of Understanding may be amended between the two parties in writing as an addendum to this agreement.

In witness whereof, the parties hereto have offered their signatures:

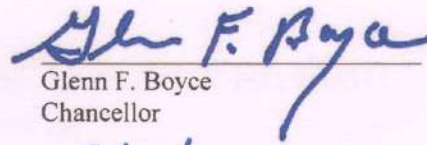
**MIT Academy of Engineering  
Pune, India**



Dr. Mahesh Goudar  
Director


16.10.24  
Date

**The University of Mississippi  
Oxford, Mississippi, USA**



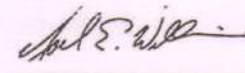
Glenn F. Boyce  
Chancellor

9/30/24  
Date



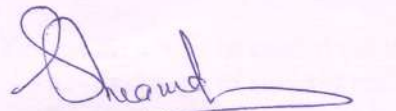
Dr. Sitalkumar Jain  
Deputy Director

16/10/2024  
Date




Noel E. Wilkin, Ph.D.  
Provost and Executive Vice Chancellor

09 / 26 / 2024  
Date



Dr. Janhavi Inamdar  
Director, External Relations

16/10/2024  
Date

As Interested Party:  
  
Blair Thomson, J.D.  
Senior International Officer

09 / 23 / 2024  
Date