



THE UNIVERSITY
OF THE
WEST INDIES
CAVE HILL CAMPUS



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF THE WEST INDIES, CAVE HILL CAMPUS, BARBADOS

AND

**BLDE (DEEMED TO BE UNIVERSITY)
VIJAYAPURA, INDIA**

This Memorandum of Understanding (MoU) is entered into by and between The University of the West Indies, Cave Hill Campus, Barbados ("The UWI"), with registered address at, P.O. Box 64, Bridgetown BB11000, Barbados, and BLDE (Deemed to be University), a private university of Vijayapura, India ("BLDEU") (each a "Party" and collectively the "Parties"), effective as of the last signature date below.

The Parties wish to establish a formal, mutually rewarding collaborative relationship and academic partnership to foster advancement in teaching, scholarship, academic collaboration, and cultural understanding, and to create avenues for enhancing learner experience at both institutions, as well as strengthen both entities by combining their complementary resources and strengths.

ARTICLE 1

PURPOSE AND SCOPE OF COOPERATION

Both Parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scholarship, and cultural experiences among their academic staff, students, and administrative personnel. Subject to the availability of funds and the approval of authorized officials of The UWI and BLDEU, respectively, collaborations between the two Parties will be undertaken through activities or programs such as:

- i. Exchange of faculty members and/or administrator visits
- ii. Exchange of students
- iii. Joint research activities
- iv. Joint educational programs and collaborative academic programs
- v. Short courses, seminars, workshops, and courses provided by either Party to the other
- vi. Industry/university collaboration
- vii. Support of conferences and workshops, the mode of support of which will be determined depending on topic, timing, and other considerations

The terms and budget for each program or activity implemented under this MoU shall be mutually agreed upon in writing prior to the initiation of such program or activity. Each agreed-upon collaboration and its accompanying terms and budget shall be set forth in an addendum to this Agreement and shall be subject to the terms of this Agreement.



Any and all collaboration and cooperation between the Parties in any of the areas listed above shall be described in further detail in a separate written agreement (or agreements) to be entered at a later date, contain mutually acceptable terms and conditions, and specify the responsibilities, rights, and obligations of the Parties. Such separate written agreement(s) shall address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students and faculty, use of facilities, and disclosure of data.

If the Parties enter into such a collaborative or cooperative agreement with respect to any of the areas addressed in this MoU, either Party shall be allowed to promote that the other Party has entered into a collaborative or cooperative agreement with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating Party in a manner that complies with the then-current logo use policy of that Party and is pre-approved in writing by the other Party. Each Party reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either Party must deliver examples of all requested materials within thirty (30) days. If the usage of the logo/name is unacceptable to the requesting Party, upon receipt of a written request from the requesting Party, the other Party must immediately stop publishing that usage of the logo and/or name and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

ARTICLE 2 **COMMUNICATION**

Each Party shall designate a liaison to facilitate timely and accurate communications between the Parties and to coordinate all endeavors that may derive from this MoU and to report on the results of this MoU to such Party. Either Party may change its designated liaison by written notification to the designated liaison of the other Party in accordance with the terms of this MoU.

Each Party agrees to inform the other in the event that any of the following occur:

1. Any material change(s) in the academic programs, standing, or accreditation of their respective institution; or
2. Any change(s) in faculty, staff, or programs that directly affect areas of collaboration between the Parties pursuant to this MoU.

ARTICLE 3 **DURATION, TERMINATION, AND AMENDMENT**

This MoU shall become effective as of the date of the last signature appearing below and shall remain in force for three (3) calendar years unless terminated as provided herein.

Either Party may terminate this MoU at any time during the term for convenience by providing not less than ninety (90) days' prior written notice to the other Party. The termination of this MoU will not impact the status of other agreement(s) between the Parties, if any.

The provisions of this MoU may be amended at any time with the mutual consent of the Parties in writing. No modification of this MoU shall be effective unless made by a written amendment signed by each Party's authorized signatory. If any programs are in effect at the time this MoU



THE UNIVERSITY
OF THE
WEST INDIES
LAWRENCE TOWN



expires or is terminated, the Parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty, and staff are able to complete their academic program if practicable.

The Parties will enter into good faith negotiations to resolve any disputes arising from this MoU. Resolution will be confirmed in writing. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with the terms hereof.

ARTICLE 4

FUTURE AGREEMENTS CONCERNING POTENTIAL COLLABORATIONS AND COOPERATIVE PROGRAMS

This MoU is not a contract and does not bind the Parties to any current or future financial expenditure(s) or commitment(s) or commit the Parties to any potential research, educational, or workforce development collaboration(s) or cooperative program(s). Each Party will bear its own costs associated with preparation of this MoU and any subsequent agreement(s) concerning potential collaboration(s) and cooperative program(s) as described in Article 1 hereof. Without limitation to the foregoing:

- (a) All funding and program requirements for such future potential collaboration(s) and cooperative program(s) consistent with the intent of this MoU will be subject to a separate written agreement before the start of any such project;
- (b) The Parties intend for this MoU to be non-binding, as material terms to the proposed transaction remain unresolved;
- (c) The Parties are not legally bound to each other unless and until a definitive separate written agreement is finalized and executed by duly authorized representatives of each Party.

ARTICLE 5 **LIABILITY**

For the purposes of this MoU and all addenda hereto encompassing specific agreed-upon programs and/or activities between The UWI and BLDEU, neither Party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU and all addenda hereto shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

ARTICLE 6 **CONFIDENTIALITY**

The Parties agree that at all times and notwithstanding any termination or cancellation hereunder, they will hold in strict confidence and not disclose or use for their own benefit or third parties' benefit, other than the Proposed Projects, any Confidential Information (as defined below) of the other Party and will not disclose any Confidential Information to any third party except as expressly approved by the other applicable Party in writing. The Parties shall only permit access to Confidential Information to those of their employees and advisors



who have a need to know and who have signed confidentiality agreements containing terms at least as restrictive as those contained herein. The Parties shall maintain the secrecy and confidentiality of the Confidential Information, with at least the same degree of care as they use to protect their own Confidential Information, but in no event with less than reasonable care.

As used herein, "**Confidential Information**" shall include all information, concepts and know-how related to a Party, including without limitation, information concerning the terms of their association and of the Definitive Agreements, strategies, forecasts, technology and technological development, hardware and software applications, network layout, information relating to products or technology of the disclosing party or the properties, composition, structure, use or processing thereof, technical drawings, computer programs, algorithms, financial projections, infrastructure, inventions, designs and prototypes disclosed by one Party to the other, before or after the date hereof, either directly or indirectly in writing, orally or as embodied in tangible materials (including without limitation drawings, graphs, charts, prototypes and samples).

Each Party undertakes to the other Party to make all relevant employees, agents and consultants aware of the confidentiality of the information subject matter of this MoU and the agreements that could be derived from it, and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and consultants.

ARTICLE 7 **INTELLECTUAL PROPERTY**

The Parties warrant that they are entitled to use any Intellectual Property which may be used by them in connection with this MoU.

The Parties indemnify and shall at all times keep the other Party indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the provision of information or materials under this MoU.

Neither Party hereto is granted title of ownership rights or interests in the property of the other, and such title, rights and/or interest shall remain with the owner thereof at all times. No rights in Intellectual Property shall transfer to a Party unless specifically extended in writing.

Any new Intellectual Property created under this MoU will remain the property of the creator thereof, unless otherwise agreed between the Parties in a separate agreement.

Neither Party will use the other's Intellectual Property including its name or logo without prior written consent.

Each Party shall retain ownership of all intellectual property, including but not limited to copyrights, patents, trademarks, designs, know-how, and trade secrets, that it owned or controlled prior to the commencement of this MoU.



ARTICLE 8

GENERAL TERMS

Independent Contractors. The Parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

Merger; Amendments and Modifications. This MoU, together with its exhibits, attachments, amendments, addenda, and incorporated references, sets forth the entire agreement of the Parties and supersedes all prior proposals, representations, communications, negotiations, and agreements between the Parties, whether oral or written, with respect to its subject matter. This MoU shall not be modified or supplemented except upon the mutual written consent of duly authorized representatives of the Parties hereto.

Timing of Announcements. The timing and content of any press or news releases concerning or relating to this MoU will be mutually agreed upon by the Parties. The Parties agree that their respective trademarks, service marks, and logos are registered trademarks or are owned by the respective Parties (the "Licensed Marks"). Consistent with the terms of this MoU, the Parties agree not to use, reproduce, copy, or create materials bearing each other's name, logos, or Licensed Marks without the prior review and approval of the owner Party. Without the express written permission of the other Party and, if an individual's name be concerned, of that individual, neither Party shall use the name or protected marks, or any abbreviations thereof, of the other Party or the name of any employee or student of the other Party in any form of advertising, publicity, or commercial use, except as may be required by a Party's accrediting agencies.

Assignment. Neither Party may assign its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this provision is void.

Construction. Any rule of construction that would resolve ambiguities against the drafting Party shall not apply in interpreting this Agreement.

Governing Law and Jurisdiction. Any suit or proceeding arising from this Agreement must be filed and prosecuted in defendant's forum, and this Agreement shall be interpreted by application of the laws of the forum.

Counterparts. This MoU may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures constitute original signatures for all purposes. This MoU is prepared in two identical copies; each Party will hold one original copy duly signed by authorized representatives of each entity.

Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and delivered in person or by courier, receipt acknowledged, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:



THE UNIVERSITY
OF THE
WEST INDIES
CAVE HILL CAMPUS

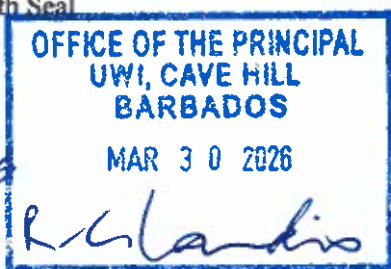


<p>THE UNIVERSITY OF THE WEST INDIES BARBADOS Address: Cave Hill, Barbados P.O. Box 64 Bridgetown BB11000, Barbados Attn: Dr. Damian Cohall, Dean, Faculty of Medical Sciences Phone: (246) 417-4260</p>	<p>BLDE (DEEMED TO BE UNIVERSITY) VIJAYAPURA, INDIA Smt. Bangaramma Sajjan Campus, B. M. Patil Road (Sholapur Road), Vijayapura, Karnataka, India -586103 Attn: Dr. R. V. Kulkarni, Registrar, BLDE (Deemed to be University) Phone: 08352-262770</p>
---	--

Or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

IN WITNESS Whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

Signature with Seal



Name:

R. CLIVE LAM (MS)

Designation:

PRINCIPAL,
THE UWI CAVE HILL CAMPUS

Signature with Seal

Name: Dr. R. V. Kulkarni

Designation: REGISTRAR
BLDE (Deemed to be University)
Vijayapura-586103, Karnataka

Signature Witness

(Name & address)

1. *Kerris Knight*
KERRI-ANN HAYNES-KNIGHT (MS)
EXECUTIVE ASSISTANT
THE UWI, CAVE HILL CAMPUS


2. *Lujander*
LISA HARDE (MS)
PERSONAL ASSISTANT
THE UWI, CAVE HILL CAMPUS



Signature Witness

(Name & address)

1. *Kusal K. Das*
Kusal K. Das, PhD
Distinguished Chair Professor
Laboratory of Vascular Physiology and Medicine
Department of Physiology,
Shri B. M. Patil Medical College
BLDE (Deemed to be University)
Vijayapur-586103, Karnataka

2. 
Dr. Prachi P.)
Assistant Professor