



DATED 29th October 2021

BIRMINGHAM CITY UNIVERSITY, UK

AND

ANNA UNIVERSITY, CHENNAI, INDIA

MEMORANDUM OF UNDERSTANDING

REF: 2021-00452

THIS MEMORANDUM OF UNDERSTANDING is made on the day of October 2021

BETWEEN

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

AND

ANNA UNIVERSITY of Sardar Patel Road, Guindy, Chennai-600025, Tamil Nadu, India

ABOUT THE INSTITUTES

Birmingham City University combines innovative teaching and learning, sector-leading student support and effective partnerships with some of the country's top employers. With a history dating back to 1843, university status was achieved in 1992, and the Birmingham City University name adopted in 2007. Birmingham City University is made up of four faculties, each covering a range of subjects and specialisms. The four Faculties are the Faculty of Health, Education and Life Sciences, the Faculty of Computing, Engineering and the Built Environment, the Faculty of Business, Law and social Sciences and the Faculty of Arts, Design and Media. With over 25,000 students from 80 countries, Birmingham City University is a large and diverse place to study that puts students at the heart of everything it does, giving them the best opportunities for future success. The staff and student community is defined by its Core Values which outlines 'who we are as a University and how we will work with each other. Our core values are Excellence, People focused, Partnership working and Fairness and integrity'.

Anna University was established on 4th September 1978 as a unitary type of University. It offers higher education in Engineering, Technology, Architecture and Allied Sciences relevant to the current and projected needs of society. Besides promoting research and disseminating knowledge gained there from, it fosters cooperation between the academic and industrial communities. The University was formed by bringing together and integrating two well-known technical institutions in the city of Madras: the College of Engineering, Guindy (CEG) (1794), the Madras Institute of Technology, Chromepet (MIT) (1949) and three Technological departments of the University of Madras, the Alagappa College of Technology (ACT) (1944), and the School of Architecture and Planning (SAP) (1957). From December 2001, the University has become a large, highly-renowned University with affiliating status. The University has Faculties of Civil Engineering, Mechanical Engineering, Electrical & Electronics Engineering, Information & Communication Engineering, Architecture & Planning, Technology, Science & Humanities, and Management Sciences.

WHEREAS

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

NOW IT IS HEREBY AGREED

This MoU was specifically initiated by the Faculty of Arts Design and Media, Birmingham City University and the Department of Media Sciences, Anna University. However, the agreement exists between institutes therefore this does not limit business development Anna University may wish to progress with other Faculties within Birmingham City University in the future.

PURPOSE

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

OBJECTIVES

2. In furtherance of this purpose, the Parties agree to develop the following activities in collaboration in areas of mutual academic interest:

- 2.1 Exchanges of academic and administrative staff and mutual visits to pursue research and to lecture
- 2.2 Exchanges of students and/or study abroad programmes and other enhancements to the student experience
- 2.3 Identifying opportunities for conducting collaborative research and development
- 2.4 Identifying opportunities for conducting lectures and seminars and organising symposia and conferences
- 2.5 Exchanges of academic information and materials
- 2.6 Promoting collaboration in fields of mutual interest
- 2.7 Promoting other academic cooperation and collaboration as mutually agreed.
- 2.8 Joint academic programmes and projects (where permitted and feasible)
- 2.9 Collaborative research activities, including supervision of doctoral students (subject to specialist research academic availability).

RESPONSIBLE OFFICES

3. Birmingham City University and Anna University ensure the relevant internal departments are aware of their responsibilities in relation to arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students/faculty. The appropriate contact person(s) will be appointed on campus, and will be responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students/faculty.

APPROVALS

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

VARIATION

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

DURATION

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

TERMINATION

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

CHARGES AND LIABILITIES

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

STATUS

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

FORCE MAJEURE

13. Neither Party shall be in breach of this MoU nor liable for delay in performing, or failure to perform, any of its obligations under this MoU if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. The events referred to include, without limitation; fire, explosion, epidemic, pandemic (which includes Covid-19 – coronavirus), flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, any law or action taken by a government or public authority, or any other act, omission, or state of affairs of a similar nature beyond the control of either Party

GOVERNING LAW AND JURISDICTION

- 14. Both Parties agree that staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with all applicable laws and regulations of their respective countries after notifying and appropriately consulting with the other party.
- 15. Nothing in this MoU shall be construed as creating any legal relationships between the Parties. This MoU is the statement of intent to foster genuine and mutually-beneficial collaboration.
- 16. If any dispute arises in relation to this MoU then an appropriate representative of each party will attempt, in good faith, to resolve the dispute. If the parties are unable to resolve the dispute within 30 days of discussions commencing, then the parties agree to enter into mediation in good faith to settle the dispute with CEDR Model Mediation Procedure and a CEDR appointed mediator.

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

Signed for and on behalf of **BIRMINGHAM CITY UNIVERSITY** by




Professor Peter Francis
Deputy Vice-Chancellor (Academic)

28/10/21

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Dated

Signed for and on behalf of **ANNA UNIVERSITY** by



Prof. R. Velraj
Vice-Chancellor, Anna University

03/11/2021
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Dated



Prof. G. Ravikumar
Registrar, Anna University

03/11/2021
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Dated



Prof. G. Nagarajan
Centre for International Relations

03/11/2021
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Dated

