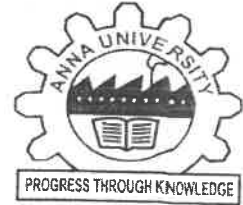




THE UNIVERSITY  
of EDINBURGH



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

Anna University, Sardar Patel Road, Guindy, Chennai 600025, INDIA

### **Background**

This Memorandum of Understanding sets out the understanding of each party in relation to collaborative activities between them.

### **1 Areas of Collaboration**

- 1.1 The parties intend to promote co-operation in teaching, research and service to the community by working together on activities and projects where there is alignment of strategy and objectives.

### **2 Principles of collaboration**

- 2.1 The principles the parties will follow when working together are:

- to collaborate and co-operate and be open with each other;
- to share information, experience and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;
- to comply with all applicable laws and best practice.

### **3 Status**

- 3.1 This Memorandum is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clauses 4 to 8 below shall be binding. If any dispute does arise, this Memorandum shall be governed by and construed in accordance with the laws of Scotland and each party submits to the exclusive jurisdiction of the Scottish courts.

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- 3.2 It is the intention that a formal, legally binding agreement is entered into between the parties to govern arrangements between them in respect of each specific activity and project.

#### **4 Costs**

- 4.1 Each party shall each bear its own costs and expenses in fulfilling this Memorandum.

#### **5 Information sharing and confidentiality**

- 5.1 Each party shall keep secret all confidential information belonging to the other party which is shared between them and all shared information shall only be used for the purpose of fulfilling this Memorandum. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other authority to disclose.
- 5.2 Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other (including branding and logo) without that other party's prior written consent.

#### **6 Intellectual Property**

- 6.1 Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a party providing it to the other before, on or after the date of this Memorandum shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this Memorandum shall vest in the party which created them (or whose employee created them).

#### **7 Regulatory**

- 7.1 Neither party will treat any person or group of people less favourably than another on the grounds of race, colour, religion or belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.
- 7.2 Each party will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom (as applicable to the University of Edinburgh only) and the anti-corruption policy of the other party (if notified to it).

**8 Term**

8.1 This Memorandum shall be effective for a period of three (3) years from the date of final signature.


8.2 The parties agree that this Memorandum and any arrangements anticipated by it may be terminated by one party giving the other party 6 months' notice in writing or by giving immediate notice in writing where the party giving the notice considers, acting reasonably, that any action or omission of the other party adversely affects the good reputation of the party giving such notice.

IN WITNESS WHEREOF this Memorandum of Understanding is signed as follows:

**Authorised signatory on behalf of  
the University Court of the  
University of Edinburgh**

**Professor James Smith**  
Vice Principal International

  
Witness: **Dr Dorothy Watson**  
Head of Global Partnerships

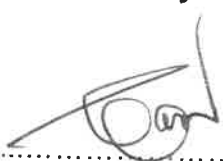
  
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Witness Address

Date of signing: 27/4/2018

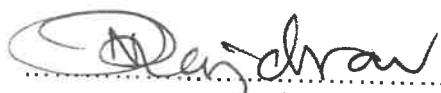
Place of signing: Edinburgh  
**Edinburgh Global  
University of Edinburgh**

**Authorised signatory on behalf of  
Anna University**

**Mr. Sunil Paliwal, I.A.S.**  
Chairperson  
Convener Committee

  
.....  
Name printed : **Prof. S. Ganesan**  
Date of signing : 9/4/18

Registrar, Anna University, Chennai, INDIA  
Place of signing : Chennai

  
.....  
Name printed : **Prof. N. Rajendran**  
Date of signing: 9/4/18

Director, Centre for International Affairs  
Anna University, Chennai INDIA  
Place of signing: Chennai

