

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made, entered and executed on Saturday 6th April 2024

BY AND BETWEEN

University of Foggia, with registered office in Via Antonio Gramsci no. 89/91, 71122 Foggia, Italy, Fiscal Code 94045260711 and VAT no. IT03016180717, herein referred to as “UNIFG or University of Foggia, Italy”

AND

Symbiosis International University, An Institution Deemed to be University so declared u/s 3 of UGC Act, 1956 having its main campus at: Village: Lavale, Tal: Mulshi, Dist: Pune (Hereinafter referred to as "SIU")

Whereas both University of Foggia, Italy and SIU, Pune, India will be individually referred to as a “Party” and collectively as the “Parties”

1. BACKGROUND

1. The University of Foggia, Italy, achieves its objectives of training and promoting scientific research, the valorisation of research results in all its forms, higher education, advanced training, lifelong learning, the provision of services and the production of goods of social, cultural and educational nature and support for local development, organically combining its functions and contributing to the cultural, civil and economic progress of the country, in compliance with the general principles established by current legislation and the statute. It also promotes high quality in teaching and scientific research and evaluates its achievement through the recognition of the national and international scientific-academic community.
2. Symbiosis is one of India's leading educational Institutions imparting quality education for over 50 years. Symbiosis was established in 1971 by Prof. Dr. S.B. Mujumdar, which was a ‘home away from home’ for International students. Symbiosis has over 45,000 students from all States of India and over 85 countries across the globe, on campuses in 4 states of India. Today, Symbiosis comprises 62 institutions, offering programs through 8 faculties viz. Management, Law, Health Sciences, Information Technology, Engineering, Humanities & Social Sciences, Media & Communication, Architecture and Design. Symbiosis epitomizes the motto of Vasudhaiva Kutumbakam –‘World is one Family. SIU has been conferred Category-I status by UGC, 'A++' grade by NAAC, and enjoys high rankings in National Institute Ranking Framework (NIRF), Times Higher Education (THE) World University Ranking, and QS Regional Rankings. SIU remains committed to knowledge generation, innovation, and contributing to National development.

2. COMMON OBJECTIVES

SIU and University of Foggia, Italy are interested in working jointly to promote education and research to build support among professionals in the fields of Medicine and Surgery, Law, Humanities, Economics and Statistical Sciences.

This MoU outlines the broad framework of understanding between the two parties by identifying areas of cooperation. The objective of this collaboration is to stimulate quality public health education and training, implement scientific and educational exchange and promote inter-institutional co-operation to achieve the goal stated above. The two parties will develop interactions and foster dialogue between students and faculty and select individual experts and champion voices in the above mentioned fields.

3. SCOPE OF MOU & AREAS OF COOPERATION

Within the scope of this MoU, SIU and University of Foggia, Italy agree to conduct the following activities. However, the terms and conditions for conducting these activities mentioned below will be agreed upon through separate and specific agreements.

- 3.1. Exchange of Guest Speakers for conducting teaching and training programs.
- 3.2. Exchange of Guest Speakers for lectures, talks, conferences, seminars, symposia, webinars and sharing of ideas for enrichment of academic programme and development of new programme of either University.
- 3.3. Exchange of academic information and materials of interest.
- 3.4. Exchange of scientific and educational literature produced by either or both parties.
- 3.5. Conducting joint research activities and publications where feasible. The topics and conditions for utilizing the results, and other forms of co-operation will be determined on a case by case basis by the researchers and administrators of each party.

4. BUDGET

Implementation of each activity mentioned in Clause 3 of the MoU shall be subject to the availability of the required funds for the activity. Specific financial agreements will be executed between both the parties on finalization of activities under this MoU. It is understood that neither party has any financial obligation to other party under this agreement.

5. FORCE MAJEURE

In the event of either Party not being able, by reason of force majeure, to meet any of its obligations under this MoU, such obligation shall be suspended for as long as the inability continues or any date mutually agreed between the Parties, provided that Party gives to the other Party written notice within fourteen (14) days after the occurrence of any such event.

- a) Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.
- b) The term ‘force majeure’ as employed herein shall mean an event not within the control of either Party which, by the exercise of due diligence, neither Party is able to overcome and this includes any act of God, strike, lockout or other industrial disturbance, wars, insurrections or riots, civil disturbances as well as explosions.

6. TERMINATION

6.1 Either Party may terminate this MoU at any time, by notifying the other Party of its intention to terminate this MoU by a notice in writing 90 days prior to its intention to do so.

6.2 The early termination of this Memorandum of Understanding will not affect the completion of any co-operation measures that were agreed under the annual work programmes whilst it was in force.

6.3 The termination shall not affect the implementation of on-going activities/programmes, which have been agreed upon prior to the date of the termination of this MoU.

7. LIABILITY

7.1. University of Foggia, Italy and SIU shall be solely responsible for any and all claims and/or damages in connection with the exercise of its objectives hereunder.

7.2 Both Parties further agree that no employment relationship or partnership, either express or implied, is created between them.

8. DURATION OF MoU

The MoU would be effective for a period of 2 years from the date of execution. It may be extended after expiry of such period and on such terms and conditions as may be mutually agreed upon.

9. CONFLICT OF INTEREST

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MoU.

10. AMENDMENTS

10.1 Either Party may request in writing for a revision, amendment or modification of all or any part of this MoU.

10.2 Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

Signatures and seals of the Parties

University of Foggia, Italy



Name: Prof. Maurizio Margaglione

Designation: Head of the Department of Clinical and Experimental Medicine, on behalf of prof. Lorenzo Lo Muzio, by Rector's authorization

MACHCHHINDRA
SAKHARAM
SHEJUL
Symbiosis International University

Digitally signed by
MACHCHHINDRA SAKHARAM
SHEJUL
Date: 2024.02.01 17:17:42
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Name: Dr. M. S. Shejul

Designation: Registrar, Symbiosis International University.

