



Memorandum of Understanding

This Memorandum of Understanding is made and entered into by and between:

- 1) Ara Institute of Canterbury Ltd, a tertiary educational institute operating as a subsidiary organization of Te Pūkenga – New Zealand Institute of Skills and Technology with its registered address at 130 Madras Street, Christchurch Central, Christchurch 8011, New Zealand ("Ara")
- 2) Jaipuria Institute of Management, with its registered address at 1/3, (Block 1, Plot No.3,) WHS Timber Market, Kirti Nagar, Near Mayapuri Chowk, New Delhi 110015 India ("Jaipuria")

Both parties recognize the benefits to their respective institutions from the establishment of international links and wish to explore opportunities for co-operation and collaboration between the parties and this Memorandum sets out the general framework to explore such opportunities.

1. COLLABORATION BETWEEN THE PARTIES

1.1 Subject to further details to be mutually agreed between the parties, the parties agree to work together to explore opportunities for co-operation and collaboration between the parties, such as, but not limited to the following:

- Academic program collaborations;
- Articulation or credit transfer arrangements;
- Student exchange programs or programs for exchange of learning experiences;
- Staff exchange programs or programs for exchange of teaching experiences;
- Teacher Training Programs;
- Organization of common bilateral symposiums, seminars or conferences;
- Special short-term academic programs for groups of students

1.2 The terms of cooperation for each specific Activity implemented under this Memorandum shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that Activity. Each party agrees to carry out these Activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

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- 1.3 Details of specific collaborative activities to be undertaken by the parties shall be recorded in writing and signed by both parties to be documented either as separate addenda or in legally binding agreements.
- 1.4 Each party shall designate a liaison person to facilitate the implementation of the Activities. Representatives from each party shall meet at times and places to be agreed between the parties for the promotion of this Memorandum.
- 1.5 It is understood that implementation of any Activity shall depend upon the availability of resources, financial support and administrative capacity of the Parties concerned.
- 1.6 Unless otherwise agreed in writing, each party shall meet at its cost in respect of all matters undertaken to promote this Memorandum including any collaborative activities and meeting held pursuant to this Memorandum.

2. TERM AND TERMINATION

- 2.1 This Memorandum shall become effective once signed by both Parties and will continue for five years from the Commencement Date unless terminated earlier in accordance with 2.2.
- 2.2 This Memorandum may be terminated by either party giving three (3) months prior written notice to the other.
- 2.3 The termination of this Memorandum shall not affect any collaborative activity already executed, which shall continue in accordance with the terms and conditions agreed upon between the Parties pertaining to that collaborative activity. Where no such separate terms and conditions were agreed upon, then the Parties agree to ensure that upon termination of this Memorandum, the interest of any students or staff of either party affected by the termination shall not be prejudiced and the Parties shall undertake suitable arrangements to safeguard the interest of the affected persons, including continuing such programs, courses or activities until completion by the affected persons.

3. MARKETING

- 3.1 The Parties agree that each may promote the existence of the collaboration between the Parties pursuant to this Memorandum and such collaborative activities undertaken in promotion of this Memorandum provided that:
 - Prior written approval of the other party must be obtained for all marketing and related materials before publication.
 - Unless otherwise agreed in writing, each party shall meet its own cost for such marketing activities undertaken.

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3.2 Each party undertakes that it shall respond expeditiously to the other party in relation to such request for approval as required by clause 3.1.

4. INTELLECTUAL PROPERTY

4.1 Should the collaborative research activities under this Memorandum or associated Activities result in any potential for intellectual property, each Party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

5. CONFIDENTIAL INFORMATION

5.1 The Parties may disclose certain confidential information to the other in relation to the development and implementation of Activities based on this Memorandum. Each Party therefore agrees that the contents of this Memorandum and the negotiations in relation to any future proposal remain strictly confidential and each Party hereby undertakes not to disclose the same to any third Party, save for its professional advisers, without the prior written consent of the other Party, except where such disclosure is required by law.

6. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

6.1 Where the parties collect or have access to personal information of individuals in relation to the development and implementation of the Activities based on this Memorandum, the recipient must:

- only collect and use personal information as reasonably necessary and relevant for lawful purposes connected with its functions or activities under the Memorandum;
- ensure that only authorised personnel have access to such information and that its officers and employees do not access, use or disclose personal information other than in the performance of their duties;
- protect the personal information by implementing and maintaining best practice safeguards against any loss of the personal information and any unauthorized access, use, modification or disclosure of the personal information;
- immediately notify the other party if it becomes aware that a disclosure of personal information is, or may be required by law;
- comply with such other privacy and security measures that the other party notifies in writing from time to time;

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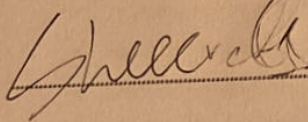
- fully co-operate with the other party to respond to applications for access to, or amendment of, a document containing an individual's personal information and in relation to privacy complaints;
 - ensure that its permitted sub-contractors who collect or have access to personal information comply with obligations the same as those imposed upon the other party under this clause; and
 - promptly and securely destroy or delete the personal information once it is no longer reasonably required by the recipient for any use permitted in the Memorandum or for its lawful record keeping purposes.
- 6.2. A party, on becoming aware of any breach of this clause, will notify the other in a timely manner.

7. MISCELLANEOUS

- 7.1 This Memorandum is a statement of understanding only and is not intended to create a legally binding and enforceable agreement between the parties.
- 7.2 This Memorandum may be amended by agreement between the parties. Any amendment must be recorded in writing and signed by both parties.
- 7.3 This Memorandum may be executed in counterpart. The effective date of this Memorandum shall be the later date on which the last party signs this Memorandum.

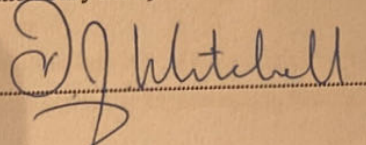
EXECUTED:

Signed for and on behalf of **Jaipuria Institute of Management** by:



Name: **Shreevats Jaipuria**
Position: **Vice-Chairperson**
Date: **7 July 2021**

Signed for and on behalf of **Ara Institute of Canterbury Ltd** by:



Name: **Darren Mitchell**
Position: **Acting Chief Executive**
Date: **7 July 2021**