MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

The Cloud Computing and Distributed Systems (CLOUDS) Laboratory,
University of Melbourne

AND

MADAN MOHAN MALVIYA UNIVERSITY OF TECHNOLOGY GORAKHAPUR

This MOU is entered into on the 10th day of June, 2019 by and between The CLOUDS Laboratory, University of Melbourne and Department of Computer Science and Engineering, Madan Mohan Malviya University of Technology, Gorakhpur (hereinafter called MMMUT), situated at Gorakhpur (Uttar Pradesh), a university of UP State Government by act of UP State Government.

1. Objectives of the MOU

Both parties agree to encourage and promote international academic cooperation through activities that are mutually acceptable to both parties, as specifically agreed by the parties in writing. The objectives of the MOU are:

a) To promote and enhance academic research between University of Melbourne & MMMUT Gorakhpur UP India.
b) To organize joint research seminar, workshop and conferences.
c) Joint research and meetings for education and research

Before these activities can be implemented, both parties shall discuss the issues involved to the satisfaction of each party and enter into specific activity agreements ("Activity Agreements") based on the mutually agreed objectives and desired outcomes of the relationship.

2. Technical Areas of Collaboration

a) A Continuing education Programme to improve quality of research/training at MMMUT.
b) Provide academic interaction by delivering Special Lectures at MMMUT and CLOUDS Laboratory on topics of relevance to modern Industry.
c) Organizing joint Workshops/conferences/Certificate programmes and Personality Development Programmes for enhancement of skills in respect of Faculty, Staff and Students.
d) Joint PhD supervision for MMMUT students and faculty members and PhD scholars registered at MMMUT
e) Guidance for enhancement in infrastructural development of MMMUT.

3. Proposed Modes of Collaboration

MMMUT and CLOUDS Laboratory propose to collaborate through the following:

a) Cooperation and promotion of education and training in areas of Cloud Computing.

b) Both parties are committed to the principles of equal opportunity and agree not to discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, family status, disability, age, marital status, status with regard to public assistance, membership or activity in a local commission, genetic information, or any other characteristics protected by applicable law in the conduct of any programs or activities subject to this Memorandum.

c) Nothing in the Memorandum shall be construed as creating any legal or financial relationship between the parties. The Memorandum will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation. Both parties understand and agree that any financial arrangements for specific projects or activities will require separate negotiation and written agreement by the parties in the Activity Agreement that applies to the activity and will depend on the availability of funds to each party and other considerations determined in the sole discretion of each party.

d) This Memorandum shall become effective as of the date of signatures of both parties and shall have an initial term of three years, which may be extended upon written agreement of both parties. The parties may execute this Memorandum in counterparts by facsimile, each of which is deemed an original and all of which together will constitute one agreement.

e) Any other appropriate mode of interaction agreed upon between CLOUDS Laboratory and MMMUT.

4. Terms and Conditions

a) This Memorandum may be terminated by either party for any reason upon thirty (30) days' written notice. Notwithstanding the foregoing, either party may terminate this Memorandum immediately by providing notice to the other party in the event of (a) conduct by one party that is materially injurious to the other party, monetarily, in reputation or otherwise, or (b) a determination by a party that continued performance of the terms of this Memorandum could lead to a violation of applicable law or could jeopardize the party's tax-exempt status. In the event this Memorandum is terminated, the parties Will negotiate the completion and winding down of any Activity Agreements in progress at the time of termination of this Memorandum.

b) Each party shall designate a person or office to serve as liaison for implementing this Memorandum. The liaison may change from time to time upon notice given

to the other party in writing pursuant to this Memorandum. For the CLOUDS Laboratory, University of Melbourne, the initial liaison will be Prof. Rajkumar Buyya, Director, CLOUDS Laboratory, School of Computing and Information Systems, University of Melbourne, Australia. For MMM University of Technology (MMMUT) Gorakhpur, UP, India, the initial liaison will be Prof. Rakesh Kumar, Department of Computer Science and Engineering, MMM University of Technology Gorakhpur, UP, India

c) All notices given under this Memorandum will be In writing and will be deemed to have been made as of the date delivered if delivered personally or by internationally recognized overnight courier, when confirmed by telephone if delivered by facsimile, when confirmed by telephone or by response e-mail if delivered by electronic transmission, or five (5) business days after being mailed by registered or certified mail (postage prepaid, return receipt requested), to the parties at the following addresses (or at such other address for a party as is specified by like notice, except that notices of changes of address will be effective upon receipt).

d) The parties Intend to review this Memorandum every three years to evaluate the progress and the quality of the mutual cooperation. The terms of this Memorandum, including but not Limited to its term of effectiveness, may be modified, waived or otherwise amended only by the written consent of the parties.

5. Confidentiality

a) The CLOUDS Laboratory, University of Melbourne and the department of Computer Engineering, MMMUT agree to hold in confidence all information/data designated by the *institutes* as being confidential which is obtained from either *institute* or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other *institute*.
b) The above confidential clause under this MOU excludes the information/data possessed by either *institute* before entering into this MOU or independently developed and/or information already available through public domain.

6. Duration of MOU

This Memorandum shall become effective as of the date of signatures of both parties and shall have an initial term of three years, which may be extended upon written agreement of both parties.

7. Coordinators

Both Institutes will designate persons who will have responsibility for co-ordination and implementation of this agreement.

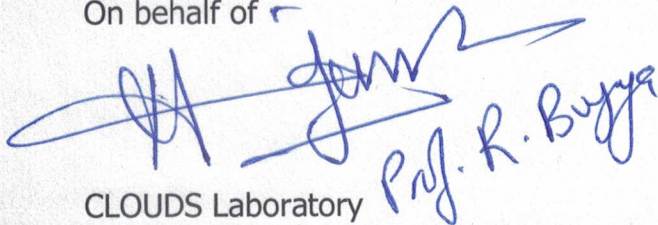## 8. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two institutes.
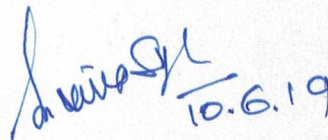
9. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the *institutes*, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

CLOUDS Laboratory
School of Computing and Information
Systems, University of Melbourne
Parkville VIC 3052 , Australia

Prof. R. Buyya

10.6.19

Madan Mohan Malviya University of
Technology Grorakhpur, UP India

(Prof. S.N.Singh)
Vice-Chancellor
M.M.M. University of Technology
Gorakhpur-273010 (U.P.) India