



MEMORANDUM OF UNDERSTANDING

FOR

ACADEMIC COLLABORATION

Between

THE UNIVERSITY OF JOHANNESBURG

(A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof. Kamilla Naidoo in her capacity as Executive Dean of the Faculty of Humanities, and duly authorised thereto)

and

Bishop Chulaparambil Memorial College, Kottayam

(An entity established under 2 (f) and 12 (b) of UGC Act 1956 and affiliated to Mahatma Gandhi University, Kottayam, India duly represented by Dr. Stephy Thomas in his capacity as Principal of the college and duly authorised thereto)

1. PREAMBLE

In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the collaborators, **The University of Johannesburg (UJ), South Africa**, and **Bishop Chulaparambil Memorial College, Kottayam** (hereafter referred as B.C.M College, Kottayam) hereby sign a Memorandum of Understanding (“MoU”) for Academic Collaboration.

The two parties have mutually agreed to the following:

2. AIM OF MOU

This MoU aims to provide for cooperation on academic activities of the two faculties that will strengthen mutual understanding, foster friendly cooperation, and promote sustainable and productive academic collaboration and exchange between faculty, researchers, and students of both parties.

3. SCOPE OF MOU

Areas of joint activity may include (but are not necessarily limited to) the following:

- 3.1 Exchange of academic employees for research, teaching, and the presentation of special courses in their fields of specialisation;
- 3.2 Student exchange and study abroad programmes;
- 3.3 Establishment of joint research programmes;
- 3.4 Collaboration on third Party funded educational or economic assistance activities;
- 3.5 Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
- 3.6 Exchange of scientific and educational literature produced by either or both of the parties, as well as exchange of materials by researchers at both Parties;
- 3.7 Organisation of conferences, seminars, and symposia of mutual interest to the institutions;
- 3.8 Establishment of joint virtual exchanges and virtual collaboration programmes; and
- 3.8 Any other such activities which may be mutually agreed upon.

4. COMMENCEMENT, DURATION, AND TERMINATION

- 4.1 This MoU will commence on 2 Jan 2022 and shall remain in force for an initial period of three years, with a possibility of renewal, which will be discussed between the parties at least six months before the date of termination.
- 4.2 Any amendment of and/or modification to the MoU will require the written approval from both parties.
- 4.3 Termination may take place at any time by any of the parties and is fully discretionary and a notice period will apply to any party wishing to terminate the MoU. No reasons have to be provided for termination.
- 4.4 Termination shall, however, not affect the implementation of the projects or programmes established under it prior to such termination.
- 4.5 Any student who has commenced studies at either institution before the date of termination may complete his or her study programme as if this Agreement had not been terminated.

5. ACTIVITIES ENVISAGED

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote, within the framework of the provisions of the respective government regulations applying in each of the institutions, and subject to the availability of resources, the following activities:

5.1 ACADEMIC COLLABORATION

- 5.1.1 Research collaboration, including joint research projects in areas of mutual interest;
- 5.1.2 Insofar as research can be promoted by a period of residence at the partner university, both universities agree to appropriately support members of the partner university. Each will ensure that visiting academics are integrated well into existing research terms and, if possible, make working space available to them;
- 5.1.3 Collaboration in teaching and learning activities, whether physically or virtually (online);
- 5.1.4 Any future inter-faculty agreements that result from this MoU will be included as binding addendums to this original MoU.

5.2 EXCHANGE OF EMPLOYEES

- 5.2.1 The number, timing, and duration of such exchanges may vary according to the needs of the particular programme
- 5.2.2 Sharing of library resources such as research papers, indices, books, and magazines on relevant subjects where possible and appropriate will have to comply with both Parties' policies on copyright and intellectual property rights.
- 5.2.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
- 5.2.4 Extending invitations for attending scholarly and technical meetings and assisting in arrangements for attending national and international conferences.
- 5.2.5 Each institution will be responsible for all travel and accommodation arrangements for its own employees.

5.3 EXCHANGE OF STUDENTS

- 5.3.1 Any student undertaking any field placement in South Africa must be pre-registered with the South African Council for Social Service Professions ("SACSSP"). The student is responsible for completing SACSSP's fee and an assessment process which must be completed in advance and upfront.
- 5.3.2 The University where the students are enrolled will screen student applications and recommend students to the partner institution for an invitation; these students will be screened in line with both parties' academic regulations.

- 5.3.3 Transcripts of results will be provided to the institution where the student is registered soon after completing the exchange after the necessary consent is obtained from the student.
- 5.3.4 Students will perform duties in the relevant academic department as agreed upon by the departmental supervisor.
- 5.3.5 Each student will register and pay tuition and required fees at the university where the students are enrolled. The partner institution will waive tuition if the student follows the agreed-upon academic programme, which may include limited choices made at the institution hosting that student, even after commencement of the exchange, negotiated with the contact person at the partner institution.
- 5.3.6 Students enrolled at the partner institution will be subject to the same rules and regulations as local students. Students will be eligible for all the services and rights normally provided to locally enrolled students.
- 5.3.7 Each student will be responsible for arranging the relevant and or mandatory immigration requirements (e.g., a study permit). Parties agree to assist where necessary with the application for visas.
- 5.3.8 Students are responsible for costs of accommodation, international and local travel in the host country, books, equipment, health insurance, and other expenses arising out of the exchange.
- 5.3.9 The partner institution may refer an exchange student for language assessment if necessary/applicable.
- 5.3.10 Separate collaboration agreements shall govern the supervision of students studying abroad.

5.4 ACTIVATION AND CONTINUATION OF COLLABORATION

- 5.4.1 Each year, the Parties will agree on a list of activities and/or exchanges; these activities will be confirmed in writing and form part of this Agreement.

6. INDEMNITY

- 6.1 No party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury or damages which may be sustained as a result of this Agreement unless there is negligence on the part of that Party.
- 6.2 The Parties hereby indemnify and hold harmless the other Party against any claim, liability, loss, proceedings, expense, and costs of whatsoever nature (save and to the extent caused by the negligence or intentional act(s) (whether direct or indirect, consequential or otherwise).

7. PROGRAMME SPECIFIC AGREEMENTS

- 7.1 This MoU is designed to facilitate mutually beneficial activities, exchanges and programmes to promote research and educational relationships.

- 7.2 Before any of the activities referenced above may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into a separate agreement pertaining to that activity ("Programme Specific Agreement").
- 7.3 The term of such Programme Specific Agreements shall not extend beyond three (3) years in length unless specifically agreed upon and in the event of a period longer than three years needs to comply with all relevant policies and procedures.

8. FUNDING

- 8.1 The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Programme Specific Agreement related thereto.
- 8.2 The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken under this MoU.

9. CONFIDENTIALITY

- 9.1 Each Party agrees that the other Party's Confidential Information will be held in confidence to the same extent and the same manner as each Party protects its own Confidential Information. However, each Party agrees that in no event will less than reasonable care be used.
- 9.2 Each party shall, however, be permitted to disclose relevant aspects of such confidential information to its officers, employees, and consultants on a need-to-know basis, provided that they have undertaken to protect the Confidential Information to the same extent as required under this Agreement.
- 9.3 Each party agrees to use all reasonable steps to ensure that the other Party's Confidential Information received under this Agreement is not disclosed in violation of this paragraph.
- 9.4 Confidential Information shall not include information that:
- 9.4.1 is or becomes generally known or available to the public at large through no negligent act or omission of either Party:
 - 9.4.2 can be demonstrated to have been available lawfully to either Party prior to the disclosure or had thereafter been furnished to either Party without restrictions to disclosure or use or
 - 9.4.3 can be demonstrated to be independently developed by the recipient of Confidential Information without using such Confidential Information. Such independent development is proven based on either Party's records related to such development.

10. CANCELLATION

- 10.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum; the other Party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum by giving two (2) months written notice.

10.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this Agreement had not been terminated.

11. INTELLECTUAL PROPERTY

11.1 Any Background Intellectual Property belonging to either Party before the commencement of the Agreement will belong to that Party. The other Party will not have a claim against such Background Intellectual Property, which may include, but are not limited to thoughts patents, patent applications, inventions, discoveries and improvements, copyright in documents, computer software, drawings, designs, operational analysis, technology, course material and know-how and written material, including course material of whatever nature compiled for the purpose of this research.

11.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions unless otherwise specified in a particular departmental MoU or the specific institutional policies on intellectual property or legislation.

11.3 If any of the parties want to use the jointly owned research for any other purpose, i.e., delivering of papers and publishing of academic articles, the other Party's written consent will be obtained.

12. DATA PROTECTION

12.1 For purposes of this clause, the following definitions are important:

12.1.1 **“Data subject”** refers to the person to whom personal information relates to

12.1.2 **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, not limited to –

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
- (b) information relating to the education or the medical, financial, criminal, or employment history of the person;
- (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- (d) biometric information of the person;
- (e) the personal opinions, views, or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

12.1.3 **“Processing”** in terms of the Protection of Personal Information Act of 2013, means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking as well as restriction, destruction, erasure or destruction of information.

12.1.4 Each Party to this Agreement undertakes to and shall procure that any of its data operators, agents, and contractors comply with the relevant and applicable Data Protection Legislation and all other applicable data protection legislation and regulations in connection with the performance of its obligations and exercise of its rights under this Agreement. In South Africa, the applicable legislation will be the Protection of Personal Information Act of 2013.

12.1.5 Without prejudice to the generality of Clause 12.1.4 with respect to any processing of Personal Information under this Agreement, each Party to this Agreement shall take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by another Party to this Agreement.

12.1.6 The Parties acknowledge that any institution in South Africa may not transfer personal information about a data subject to a third party who is in a foreign country unless:

- (a) the third Party who is the recipient of the information is subject to a law or binding Agreement which provide an adequate level of protection that (i) effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person; and (ii) includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country
- (b) data subject consented to the transfer of Personal Information;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible Party and a third party.

13. FORCE MAJEURE

- 13.1 If either Party is prevented, whether in whole or in part, from performing any of its duties, functions or obligations under this Agreement, whether timeously or at all, due to an act of God (which for the purposes hereof shall mean any epidemic, pandemic, war, political riots, civil commotions, insurrection, sabotage, legal prohibitions or restrictions), then such failure shall not constitute a breach under this document, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the affected Party shall use its best endeavours to minimise any delay occasioned thereby.
- 13.2 Notwithstanding anything to the contrary contained or implied in this clause, should such delay endure for a period of 3 (three) months or more, then the aggrieved Party shall be entitled, but not obliged, to cancel this Agreement on written notice to the other Party to such effect and that Party shall not have any claim against the aggrieved Party arising therefrom.
- 13.3 At all times, the best interest of any staff and students will be of utmost importance. If there are any identified health risks or the breakout of an epidemic or pandemic, both Parties will evaluate the situation and will mutually agree on the best way forward. Such a force majeure event may lead to the temporary suspension of any exchange programmes. After both Parties have evaluated any relevant risks, a decision must be made to send any visiting students or staff back to their home countries.

14. GENERAL CONSIDERATIONS

- 14.1 The terms of, and the necessary resources for such joint activities and exchange programmes, shall be discussed and mutually agreed upon in writing by both Parties through the liaison officers specified by the parties prior to initiating the activity or programme.
- 14.2 The activities under the MoU will be undertaken by specific appointees from each institution.
- 14.3 For the sake of clarity, both parties confirm that this will be a legally binding MoU.
- 14.4 Any amendment of and/or modification to the MoU will require the written approval from both parties.
- 14.5 The termination of this MoU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 14.6 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data protection legislation.
- 14.7 Exchange of academic information and materials, publications, research databases, and courseware will comply with UJ's policy on access to information as well as all relevant legislation pertaining to access to information.
- 14.8 The Parties and each of its owners, affiliates, officers, directors, employees, and agents acting under its instructions and/or influence and taking actions in furtherance of this Agreement will

comply with all applicable anti-corruption laws, including the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 of the Republic of South Africa, the US Foreign Corrupt Practices Act of 1977, the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act of 1999 and the UK Bribery Act 2010 to the extent that they are applicable. The Parties agree to adhere to any other applicable anti-bribery and anti-corruption laws and regulations applicable in the Republic of South Africa (collectively, the “**Applicable Anti-Corruption Legislation**”). Any non-compliance with any applicable anti-corruption legislation might be an acceptable reason to terminate this Agreement.

- 14.9 In the unlikely event of any litigation, such litigation will take place in the country of the Aggrieved Party.
- 14.10 In the unlikely event of any dispute between the parties, the parties will use their best endeavors to resolve the dispute amicably. Should the dispute not be resolved within a reasonable time, and it is of a serious nature, the Aggrieved Party may inform the other Party of its intention of arbitration. Such arbitration will take place in the country of the Aggrieved Party, and that country’s arbitration legislation will take precedence.

15. DOMICILIA CITANDI et EXECUTANDI

- 15.1 The contact person listed below will be the responsible person for administration and activation of the collaboration. In the event of the person listed below leaving the employ of the institution, each institution will ensure that a new responsible party is appointed, and that the other institution is informed of this change. The parties choose as their *Domicilium Citandi et Executandi* for all purposes under the MoU, whether in respect of notices or other document communication of whatsoever, the following addresses:

15.1.1 University of Johannesburg

Physical Address

Faculty of Humanities
Auckland Park Kingsway Campus
Cnr Kingsway and University Road
Auckland Park
2092

Postal address

PO Box 524
Auckland Park
2006

Contact Person: Dr Varoshini Nadesan

Telephone: +27844521862

E-mail: vnadesan@uj.ac.za

15.1.2 **BCM College**

Dept. of Social Work
B.C.M College, Kottayam-686001
Kerala State, INDIA
www.bcmcollege.ac.in

Contact Person: Dr.Ipe Varughese

Telephone: +914812582171, +919446448215

E-mail: ipe@bcmcollege.ac.in, ipevarughese2020@gmail.com

- 15.2 All notices and any other communications by either Party in terms of this Agreement or relating to it shall be given in writing, and sent by registered post, or delivered by hand to the recipient Party at its relevant address.
- 15.3 Either Party may, by written notice to the other Party, change any of the addresses at which (or the designated person for whose attention) those notices or other communications are to be given.
- 15.4 Any notice or other communication given by any Party to the other Party which:
- 15.4.1 is sent by registered post to the addressee at its specified address shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of posting; or
- 15.4.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be deemed to have been received by the addressee at the time of delivery.
- 15.6 The provisions of this clause shall not invalidate any notice or other communication given otherwise than as described in these provisions.
- 15.7 The email addresses provided in terms of this Agreement will be used for general correspondence purposes.

16. SIGNATORIES

This MoU is made in two equally authentic copies, one for each of the signing parties.

16.1 Signed on behalf of the University of Johannesburg (UJ).

SIGNED at Johannesburg this 30th day of November 2021.



SIGNATURE: _____

NAME IN PRINT: Prof K Naidoo

In her capacity as Executive Dean: Humanities and warranting that she is duly authorised hereto.

WITNESSES SIGNATURE:



WITNESSES NAME:

V Nadesan

16.2 Signed on behalf of B.C.M College:

SIGNED at Kottayam, Kerala this 30th day of November 2021.



SIGNATURE:

NAME IN PRINT

Stephy Thomas

In his capacity as Head of Department and warranting that he is duly authorised hereto.



WITNESSES SIGNATURE:

WITNESSES NAME:

Ipe Varughese

