

MEMORANDUM OF UNDERSTANDING POLICY

Policy Title	Memorandum Of Understanding Policy
Policy Owner	Amity Institute of Higher Education, Mauritius (AIHE)
Policy Version	Versions Control: 1.0 (October 2023) Current Version: 1.0 (October 2023)
Responsible Office	Vice Chancellor's Office
Contact Information	Questions concerning the policies should be directed to the Deputy Director of Amity Institute of Higher Education (Mauritius)
Policy Review Frequency	Once in 3 Years
Pertinent Dates	Approved Date: October 2023 Date of Next Review: October 2026
Approved By	October 2023 Academic Council Meeting and SENATE of AMITY Institute of Higher Education (AIHE)
Entities Affected by This Policy	AIHE faculty, staff, and key committee members
Who Needs to Know About This	This policy governs AIHE stakeholders to formalize agreements, collaborations, or partnerships without the legal binding of a contract.

Policy	
Reason for Policy / Purpose	A Memorandum of Understanding (MoU) policy outlines the guidelines and procedures for entering into, managing, and terminating MoUs within AIHE or between different entities that AIHE collaborates with regarding its effective operations.

Policy Purpose:

AIHE MoU Policy document will determine the scope of Memoranda of Understanding and the process involved during when a Memorandum of Understanding is proposed.

Scope and Application of this Policy

This policy clearly defines what an MoU is and its purpose within AIHE. It also describes the nature of the agreements it covers, such as collaborative projects, partnerships, research agreements, or exchange programs.

Policy Statement:

MEMORANDUM OF UNDERSTANDING is between AMITY Institute of Higher Education and the other organization together called "the Parties". This Policy applies to all written agreements of intent and co-operation, for the purposes of academic collaboration excluding formal commercial contracts and/or formal collaborative academic arrangements.

POLICY FRAMEWORK

The Memoranda of Understanding is a statement of co-operation between AIHE and any external Party, whereby giving clear indication of the intent of the parties to co-operate and strengthen relations for the purpose of academic activities for mutual objectives.

These are not intended to be legally binding documents. All the formal processes for request, approval and the way involved in recording the Memoranda of Understanding are highlighted in this document. It uses a wide range of purpose which includes overseas collaboration with other institutions for staffs, student exchange and possibility of research collaboration with both non educational institutions in Mauritius and abroad for the purpose not involving any academic provision. Such document is also used in relations to student's placement (Internship) and employer input into professional courses development (Curriculum development plan).

AIHE May use the Memoranda of Intent to indicate to a potential partner the intentions of the institution to develop specific proposals. It is stipulated that where an agreement originates from another organization, the terms Memorandum of Understanding may not be used, but the purpose of the written form of agreement should be clear.

Contact the Vice Chancellor's Office in the first instance to discuss the type of document require.

1. Areas of collaboration may be proposed by either AIHE and may include, but are not limited to the below:
 - academic programmes and courses mutually developed;
 - Academic staff exchanged for purposes of teaching and research;
 - Reciprocal assistance for visiting academic staff and students;
 - Coordination of such activities as joint research, lectures and training;
 - Exchange of documentation and research materials in fields of mutual interest provided that, to the best knowledge of the respective intuitions, there is no prohibition at law or otherwise against the exchange; and exchange of students for study and research;

2. Any specific activity developed under this AIHE MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

3. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

PROCEDURAL REQUIREMENTS:

(I) The Parties are both reputable providers of higher education or industry reputed firms

(II) The Parties wish to explore the potential for the mutual enhancement of their relationship including by discussion and co-operation aimed at progressing areas of joint working as described below:

It is understood that:

a. The Parties confirm their willingness to co-operate as educational institutions/industry experts and wish to declare their current intention to develop joint working with a view to planning specific areas of collaborative activity.

b. Acknowledgement of the Parties integrity, discretion and standing in respect of the students, academic matters, and proper processes relating to their individual institutions are maintained.

c. The Parties expect to conduct initial discussion through Authority of AIHE, on behalf of other organization and Vice-Chancellor on behalf of AIHE whilst acknowledging that all formal negotiations and proposals relating to specific students and specific programme must be conducted subject to the Parties' own proper procedures and approvals including by senior management.

d. The Parties wish to record that they expect to explore collaborative activity including without limitation in the following areas:

- Short courses development in subject areas of mutual interest, usually HRDC Refunded ones.
- Collaborative research projects and publication in reputed academic journals.
- Participation in curriculum development plans for UG, PG or doctoral level programmes.
- The mutual provision of services in respect of matters likely to include staff development,
- programme support, joint workshops and other educational fairs/events, exchanges of staff, joint marketing and students and the identification of a range of other joint projects to be considered for undertaking by the Parties in Mauritius and overseas.
- Practical traineeship in industry.
- Joint guidance of student projects dissertations, internship in all faculties, at AIHE by Educational Institute or Industry on mutually agreeable terms.
- Educational Institute or Industry may depute its personnel as visiting faculty at AIHE to teach any of the regular Course or specialized topics.
- Educational Institute or Industry may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- Educational Institute or Industry may seek assistance/guidance of AIHE faculty members in their product /course compilation/design.

VALIDITY OF AGREEMENT:

- The AIHE Memorandum of Understanding shall remain valid for a period of three (3) years from the date on which it is SIGNED. The Memorandum of Understanding may be extended, subject to review, by mutual agreement of the Parties.

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- All MoU require the approval and signature of the Vice Chancellor and Deputy Director to be put in place.
 - Either Party may terminate this Memorandum of Understanding after giving the other party three (3) months' written notice of its intention to do so.
 - This Memorandum of Understanding is neither intended to place legally binding obligations on either party nor to give either party any authority to act on behalf of or to commit any expenditure by the other party.
 - The Parties remain at liberty to discuss joint working with any third party.

REVIEW AND MONITORING OF MOU:

All collaborative arrangements are subject to the same quality assurance processes as Implemented at AIHE concerning formal approval of modifications and changes, annual evaluations, and periodic reviews.

APPROVAL OF NEW COLLABORATIVE PARTIES:

The AIHE approval of new Parties process provides the requirements and processes to approve a new party. The exact nature of the approval process in terms of information required, financial, legal and academic scrutiny, and the requirement for a formal approval visit, will vary according to the nature of the collaboration proposed, and consideration of the risks involved.

SUSPENSION AND TERMINATION OF COLLABORATIVE AGREEMENT:

In case any contradiction is met in the rules and regulation, both parties should agree to negotiate in good faith in the revision of any provision to align it with the Mauritian law.

If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

COMPLIANCE WITH LAW:

The parties specifically intend to comply with all applicable Mauritius laws, rules and regulations as they may be amended from time to time.

NON-DISCRIMINATION:

AIHE and the other parties agree not to discriminate on the basis of religion, race, caste, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, political affiliation, disability or status as a senior citizen, as supported by the Workers' Rights Act of Mauritius.

INTELLECTUAL PROPERTY RIGHTS:

Rights regarding publications, patents, ownership of software/design/product developed etc. under the scope of this AIHE MOU, shall be decided by the two parties by mutual consent.

CONFIDENTIALITY:

During the tenure of the MOU both AIHE and Educational Institute or Industry, strict confidentiality will be maintained to avoid any disclosure of confidential data, information or matters related to the scope of the MOU for any purpose other than in accordance with the MOU.

DISCLAIMER

This document may be subjected to change upon the directions and instructions of Senate / Academic Council. The changes once approved by AIHE's respective Councils and Boards, will be mentioned and notified to accreditation body – Higher Education Commission (HEC) by the Vice Chancellor of AIHE.