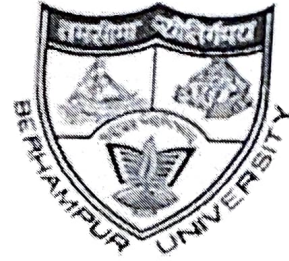




The Association  
of Commonwealth  
Universities



Ocean Country Partnership Programme  
(OCP) Scholarships  
Memorandum of Understanding

Between

The Association of Commonwealth  
Universities

&

Berhampur University

Row 2  
08/9/23

# Ocean Country Partnership Programme (OCP) Scholarships Memorandum of Understanding

This Memorandum of Understanding ("MoU") is between:

- (1) Berhampur University whose registered office is at Berhampur, Odisha ("Host Institution"); and
- (2) The Association of Commonwealth Universities, whose registered office is at Woburn House, 20-24 Tavistock Square, London, WC1H 9HF, United Kingdom ("ACU").

## Background

- (A) The Ocean Country Partnership Programme ("OCP") is a UK Government programme delivered under the Blue Planet Fund and funded by the Department of Environment, Food & Rural Affairs ("Defra") and delivered through the Centre for Environment, Fisheries and Aquaculture Science ("Cefas")
- (B) The OCP scholarships consists of Master's courses within the research areas of Marine pollution, sustainable seafood and marine biodiversity.
- (C) The OCP scholarships are managed by the ACU on behalf of Cefas and administered by
- (D) To host OCP scholarships, Host Institutions must agree to the MoU within this document.
- (E) The Host Institution and the ACU assert their intention to implement the obligations set out in these MoU collaboratively. And agree to maintain consultation and consensus on any matters arising from within these MoU to be amicably resolved.

## 1. Commencement and duration

- 1.1. It is intended that the terms of this MoU will remain in force for a minimum period of two years from the last date of signature of this MoU (the "Term") and thereafter be renewed for further periods of two years, subject to agreement by both parties from three months prior to the expiry of the Term and unless otherwise terminated in accordance with the provisions of clause 9 and noting specifically clause 9.4.

## 2. Scope of relationship

- 2.1. This MoU covers the agreement between the Host Institution and the ACU to:
  - 2.1.1. Promote the OCP scholarships
  - 2.1.2. Take part in the application pre-screening process
  - 2.1.3. Support scholars through the Host institution placement process
  - 2.1.4. Support scholars on award
- 2.2. The ACU will carry out the necessary due diligence checks required to satisfy itself of the Host Institution's legitimate operations and reputation in order to identify and manage any potential associated risks with Bribery, Corruption, Money-laundering, Hospitality, Fraud and Donations.
- 2.3. The Host Institution will reasonably cooperate with any due diligence requests by the ACU including, but not limited to, providing requested information, making available requested documents, and providing details of responsible key contacts. The ACU reserves the right to request any relevant due



- 4.3. The ACU will provide the Host Institution with a Host Form for each application round that must be returned to the ACU before the deadline. This form contains the details required to market and administer the scholarships. Therefore, if this form is not received, the ACU will be unable to advertise awards at the Host Institution.
- 4.4. The Host Institution will market and promote OCPP scholarships to eligible applicants through all recruitment avenues. The Host Institution will provide potential applicants with accurate, up-to-date information on OCPP scholarships based on the information published on the ACU's website.
- 4.5. The format and style of all advertising and publicity material must abide by clause 7 in this MoU. This may be achieved by use of the logos of both parties, provided there is a clear statement that the scholarship is an OCPP scholarship funded by CEFAS under the Blue Planet Fund.
- 4.6. The Host Institution will be required to pre-screen the OCPP scholarship applications. This will entail reviewing the eligibility of applicants for their chosen University course. All applications that meet the University entry requirements must be put forward.
- 4.7. The Host Institution must ensure that all applicants shortlisted have applied using the ACU's application system by the stated deadline. The ACU will not consider any candidate who has not submitted an application through the ACU's application system.
- 4.8. Applicants must be recruited in line with the ACU anti-fraud policy, which must be made available to all applicants. This policy can be found at:  
<https://www.acu.ac.uk/media/1347/acu-anti-fraud-policy.pdf>
- 4.9. The Host Institution's application and nominating process must not discriminate, directly or indirectly, against applicants on the basis of age, health status, disability, race, religion or belief, sexual orientation, pregnancy, maternity, marital status, socio-economic status or social position.
- 4.10. The Host Institution must make reasonable adjustments to the application process and any assessment within that process for disabled people.
- 4.11. If the Host Institution uses assessment methods such as interviews or written tests for admission, these should be applied to all applicants and must not unfairly disadvantage applicants due to their regional location, caring responsibilities, disability, health condition, or socioeconomic status. Alternative arrangements such as providing materials in a variety of formats or interviewing at a distance should be implemented where individuals may be disadvantaged.
- 4.12. Host Institutions are asked to inform the ACU of any criteria required for admittance to specific courses in the Host Proposal Form.
- 4.13. The Host Institution will carry out the pre-screen checks by the required deadline.
- 4.14. The Host Institution is responsible for supporting selected OCPP scholars through the host institution application and placement processes.
- 4.15. The Host Institution is responsible for ensuring that the selected OCPP scholars receive their host institution offer letter in a timely manner.
- 4.16. The Host Institution is responsible for supporting selected OCPP scholars through the process of obtaining a visa if required.
- 4.17. To allow timely payment of fees by the ACU, the Host Institution must complete and return the Finance Form on a date specified by the ACU before the arrival of new scholars and at the beginning of the academic year for scholars already 'on award' – those who have been granted a scholarship and are currently studying on their awarded scholarship.
- 4.18. The Host Institution is expected to provide accommodation advice, where necessary, and welfare support to OCPP scholars before arrival and on award.

Recruiting





diligence queries prior to these MoU being signed and during the course of the running of the OCPPP scholarships, should anything arise.

### 3. Policies

3.1. The ACU will ensure, through periodic reviews, that its policies and procedures are not unduly burdensome to the Host Institution.

#### 3.2. Safeguarding

3.2.1. The ACU is committed to ensuring that Host Institutions have safeguarding policies and procedures in place to ensure that their staff, operations, and activities do not cause harm or expose any individual to abuse or exploitation.

3.2.2. Host Institutions must provide a copy of their safeguarding policy on agreement to these MoU.

3.2.3. Should the Host Institution not have their own safeguarding policy, the ACU will ask that they sign up to the ACU safeguarding agreement.

3.2.4. A copy of the ACU safeguarding policy will be shared with Host Institutions (on request)

3.2.5. Host Institutions are expected to ensure that inappropriate behaviour such as bullying, or harassment, does not occur within the activities covered by these MoU.

#### 3.3. Financial Crime Compliance

3.3.1. The ACU operates a zero-tolerance attitude to fraud as per ACU's anti-fraud policy and requires all parties to always act honestly and with integrity, to be aware of, and to report all reasonable suspicions of fraud, in all its forms.

3.3.2. Prospective Host Institutions are expected to have their own anti-fraud policy, which must be made available to all applicants, and a copy should be given to the ACU on agreement to these MoU.

3.3.3. Host Universities are required to report any anticipated or actual Financial Crime issues or suspicions of any type (including scholars) directly to the ACU.

3.3.4. Should the Host Institution not meet the Financial Crime Compliance requirement, the ACU has the right to refuse an application to Host/terminate the institution's right to host the OCPPP scholarships.

### 4. The Role of Host Institutions

4.1. The Host Institution will provide the ACU with the Name and full contact details of their:

4.1.1. *Main administrative contact* - responsible for day-to-day liaison on all aspects of the scholarship.

4.1.2. *Finance contact* – responsible for invoices and payments to scholars

4.1.3. *Communications contact* – to help with marketing the scholarship

4.1.4. *Safeguarding contact* - this is the responsible person of the safeguarding agreement referred to in section 3.2.3.

4.1.5. *Data Protection contact* - responsible for the data transfer agreement and maintenance.

4.2. A copy of this MoU should be shared with all individuals at the institution who are involved with administering the scholarships including with the Department hosting the scholar.



- 4.19. If a selected scholar has been identified as having a disability, the Host Institution is expected to work with the ACU to provide necessary and reasonable adjustments as and where required.
- 4.20. The Host Institution is required monitor the scholars progress and attendance and should inform the ACU as soon as possible if a scholar is not in contact for two weeks or more.
- 4.21. The Host Institution (namely the Department hosting the scholar) is required to complete an annual report to provide an update on the scholar's progress and raise any areas of concern.
- 4.22. The Host Institution is expected to ensure that scholars complete their degree within the period of their Scholarship. If the Host Institution becomes aware of any cause of delay in any of the scholar's ability to complete the course, the Host Institution agrees that they will notify the ACU immediately.
- 4.23. The Host Institution agrees to cooperate with any reviews instigated by the ACU, whether carried out by the ACU itself or a third party.

## 5. Obligations of the ACU

- 5.1. The ACU will provide the Host Institution with the Name and full contact details of the Manager who will be responsible for liaison on all aspects of the OCPP scholarships.
- 5.2. The ACU will confirm the number of OCPP scholarships available to be held at the Host Institution.
- 5.3. The ACU will provide an invitation to the Host Institution outlining the process of selection and indicating the number of awards for each programme and the deadline by which the pre-screening of applications must be completed.
- 5.4. The ACU will provide relevant information, including award MoU and the ACU's timescales and procedures for selection and placement, to the Host Institution for promotional purposes.
- 5.5. The ACU will inform the Host Institution of the OCPP scholarship award holders selected at the conclusion of each selection round.
- 5.6. The ACU will inform applicants directly if they have been selected for an OCPP scholarship and will make the scholarship offer directly to them.
- 5.7. Once a candidate has accepted an OCPP scholarship, they will be subject to the ACU's standard policies and procedures.
- 5.8. The ACU administration of the OCPP scholarships includes, but is not limited to:
  - a) Working with Host Institutions and the ACU Communications team to market OCPP scholarship opportunities
  - b) Liaison with and support of selected candidates and institutions to finalise placement
  - c) Financial arrangements including stipend and tuition fee payment
  - d) Flight booking (if required)
  - e) Requesting and collating reports from scholars and their host institutions/supervisors/departments on award
  - f) Liaison with the host institution to ensure attendance and support of scholars on award

## 6. Funding

- 6.1. The ACU, on behalf of the Centre for Environment, Fisheries & Aquaculture, will provide:
  - a) Tuition
  - b) Living Allowance

- c) Details on additional funding such as research support grant, dependence allowance to be confirmed

## 7. Branding

- 7.1. The Host Institution undertakes not to use any ACU or OCPP or CEFAS logo or trademark without the prior written consent of the ACU/CEFAS. Any material in any media produced by the Host Institution that uses any ACU or OCPP or CEFAS logo or trademark will be subject to the review and written approval of the ACU. The same shall also apply regarding the use of the Host Institution's logo by the ACU.
- 7.2. The ACU and the Host Institution may develop joint marketing campaigns (using co-branding, etc). Such campaigns will be subject to mutual agreement.

## 8. Confidentiality and data protection

- 8.1. The ACU and Host Institution are required to mutually sign the attached Data Processing Agreement.
- 8.2. Each party has the right to request details of how Personal Data is processed by the other party to monitor compliance with the GDPR. The ACU's approach to handling personal information is outlined in the ACU' privacy notice at <https://www.acu.ac.uk/privacy/>
- 8.3. The ACU takes data protection seriously and expects the Host Institution to adopt good practice in this area and to ensure that they have the appropriate consent to share or publish applicants' Personal Data.

## 9. Termination


- 9.1. Either party shall be entitled to terminate this MoU on three months' written notice to the other party.
- 9.2. The MoU will automatically terminate if either party becomes insolvent or is subject to a change of control.
- 9.3. Individuals nominated to the OCPP at time of termination will continue through to the completion of the selection round under the terms of this MoU.

## 10. General

- 10.1. Each party will cover its own costs in relation to the activities under these MoU unless specifically stated in Section 6.
- 10.2. This MoU may be reviewed by the ACU and the Host Institution periodically. Any desire to review or amend a particular matter can be requested via satisfactory verbal or written communication between any responsible parties from ACU or Host Institution.

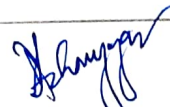
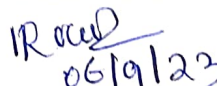



Signed for and on Behalf of:

<b>Berhampur University</b>	<b>The Association of Commonwealth Universities</b>
Name: Shri Sachidananda Nayak, OAS-(S)	Name:
Position: Registrar	Position:
Signature: 	Signature
Date: 6th September 2023	Date:

*Handwritten mark*

In presence of witnesses:

Witness Number	1	2	3
Dr/Mr	Dr. Tamoghna Acharyya	Dr. Laxmidhar Rout	Ikita Pokharna
Designation	Associate Professor	Joint Director	Membership Engagement Coordinator
Department	Department of Marine Science	IQAC	External Affairs Directorate
Place	Berhampur University	Berhampur University	The Association of Commonwealth Universities
Signature			
Date	06/09/23	06/09/23	06/09/23

**Dr. Laxmidhar Rout**  
Joint Director, IQAC Cell  
Berhampur University