Memorandum of Understanding

Between

Indian Institute of Technology Kanpur

And

Technion – Israel Institute of Technology, Haifa, Israel

PREAMBLE
The goal of this Memorandum of Understanding (MOU) is to expand scholarly ties and facilitate academic cooperation between Indian Institute of Technology Kanpur (IITK) and the Technion – Israel Institute of Technology (TECHNION). Henceforth, the institution accepting students will be referred to as the Host Institution. The institution sending exchange students will be referred to as the Home Institution.

1. STAFF EXCHANGE

1.1 Exchange of Academic Staff
The two institutions may nominate academic staff to participate in an exchange for the purpose of research or teaching in the other institution on a reciprocal basis. The participant is subject to approval by the Host Institution. The period of exchange will normally be one or two semesters. The Host Institution will provide an appointment, reasonable office space, library and research facilities, and, as far as reasonably possible, other assistance. The Home Institution will also maintain its academic staff on full salary and related benefits during the period of the exchange. The Host Institution will assist the visiting academic staff in finding living accommodations.

1.2 Visiting Academic Staff
In addition to the reciprocal exchanges, either institution may invite faculty members of the other institution for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the Home Institution. In such cases, the inviting institution makes appropriate funding arrangements with the invited faculty member.
1.3 **Visiting Research Fellows**

Either institution may nominate one or more of its faculty members to visit the other institution for the purpose of advanced study or research, subject to the approval of the Host Institution. In such cases, the Home Institution will provide the Research Fellow with normal salary and benefits based on the Home Institution’s regulation. The Host Institution will provide institutional courtesies, reasonable office space, library and research facilities and an appropriate appointment.

1.4 It is understood that unless agreed to in writing, any visiting staff shall not be deemed to be employees of the Host Institution. Such staff, however, shall be the expected to follow the rules of conduct of the Host Institution.

2. **STUDENT EXCHANGE**

2.1 **Exchange of Students**

Each institution may send either undergraduate or graduate students to the other institution in appropriate fields of study.

2.2 Both institutions agree that the exchange program for degree training should follow the educational system and regulations of the Host Institution. Students from each institution shall submit their applications to the other institutions through their Home Institution.

2.3 It is understood that unless agreed to in writing, any exchange student shall not be considered to be an enrolled student of the Host Institution. The exchange student, however, shall be expected to follow the rules of conduct of the Host Institution.

3. **IMPLEMENTATION OF ACADEMIC EXCHANGES**

3.1 Any arrangements for an academic exchange involving the exchange of faculty members, students, fellows or researchers shall include provisions regarding at least the issues identified below.

3.1.1 **Compliance with Host Institution Policies** – Each Exchange Visitor must comply with applicable policies of the Host Institution throughout the exchange program.

3.1.2 **Health and Accident Insurance** – Each Exchange Visitor must provide evidence of comprehensive medical insurance, accident insurance and third party liability coverage prior to admission into the exchange program and is responsible for all costs related to Exchange Visitor’s medical care incurred during the Exchange Program.

3.1.3 **Expenses** – Each Exchange Visitor is responsible for travel, accommodations, and other expenses relating to participation in the exchange program, except for invited Exchange Visitors for whom appropriate funding arrangements have been made. If the Exchange Visitor is a student, he or she shall also be responsible for tuition expenses at the Home Institution, but shall not be required to pay tuition to the Host Institution. Exchange Students may be required to pay ancillary and administrative fees to the Host Institution.
4. CO-OPERATIVE RESEARCH

4.1 Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The financial arrangements and conditions of such agreements, including intellectual property issues, will be negotiated individually.

4.2 The two institutions agree that, prior to the commencement of each project, a further agreement must be entered into in accordance with the policies of both institutions on intellectual property, to cover any event of research collaboration leading to patent rights, copyrights and other intellectual property rights.

5. TERMS OF CO-OPERATION

5.1 The terms of co-operation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreement will form an Appendix to this MOU.

5.2 The two institutions agree that all the financial agreements will have to be negotiated and will depend on the availability of funds, by joint applications.

6. CO-ORDINATION OF THE EXCHANGE

6.1 Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon.

6.2 Through these offices either institution may initiate proposals for activities and specific details of any such activities will be set forth in writing.

6.3 Each institution shall use reasonable good faith efforts and due diligence to insure that they are nominating appropriate students or faculty to participate in the exchange program.

7. NO AGENCY

Nothing in this MOU gives rise to a relationship of agency between the parties.

8. RENEWAL, TERMINATION AND AMENDMENT

8.1 This agreement for co-operation becomes effective on the date of signature. It may be amended by written agreement of the parties. It is automatically renewed every 5 years without change on that date unless one party gives written notice sixty days in advance. The agreement may be terminated by either party at any time for any reason with sixty days written notice.

8.2 For the purpose of termination, the responsible parties will be the Director on behalf of IITK, and the authorized signatory on behalf of TECHNION will consult with the Deputy Senior Vice President for International Academic Relations. For the purposes
of renewal and amendment, the responsible parties will be the Dean, RP&G on behalf of IITK, and the Deputy Senior Vice President for International Academic Relations on behalf of TECHNION.

9. INDEMNIFICATION
Each party shall defend and hold harmless the other party from any and all damages, costs, claims, and/or actions arising from such first party's negligence, misconduct, and/or other tortuous activity.

10. Any dispute, controversy, or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by both parties amicably by a mutual agreement between the two representatives of the parties. Conflicts that cannot be resolved amicably shall be settled by arbitration.

Signed on behalf of

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Prof. Sanjay G. Dhande
Director

Prof. Sanjeev K Aggarwal
Dean, RP&G

Date: Aug. 19, 2009

TECHNION-ISRAEL INSTITUTE OF TECHNOLOGY

Prof. Yitzhak Apeloig
President

Prof. Paul Feigin
Senior Executive Vice President

Date: September 9, 2009
Appendix to Memorandum of Understanding
Student Exchange Agreement
Between
Indian Institute of Technology Kanpur
And
Technion – Israel Institute of Technology, Haifa, Israel

This is an Appendix to a Memorandum of Understanding between Indian Institute of Technology Kanpur and Technion - Israel Institute of Technology signed on Aug 19, 2009 in Kanpur, India and on Sep 3, 2009 in Haifa, Israel. The Memorandum of Understanding together with this signed Appendix shall constitute an exchange agreement.

In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact and as a contribution to increased international cooperation Indian Institute of Technology Kanpur, Kanpur, India (hereafter referred to as IITK) and Technion - Israel Institute of Technology of Haifa, Israel (hereafter referred to as TECHNION) have approved the following student exchange agreement.

1. SCOPE OF THE AGREEMENT

1.1 Objectives
The purpose of this agreement is to establish the terms and conditions under which the exchange of students between the two institutions shall take place. The terms and conditions of the Agreement apply to undergraduate and/or postgraduate students from all academic fields.

1.2 Definitions
In this agreement unless the context implies otherwise: “exchange” shall mean a one-for-one exchange of students from each university; “exchange students” shall mean students participating in the student exchange program; “home institution” shall mean the university at which the student intends to graduate; “host institution” shall mean the university which has agreed to receive the exchange students from the home institution; “overseas student health cover” shall mean the health insurance coverage which exchange students are required to maintain under the host institution country's laws whilst studying at the host institution; and “student exchange program” shall mean the student exchange program established herein.
1.3 Period of Exchange
The exchange of students will commence in the 2010/2011 academic year. Each exchange program under the terms of this agreement shall be for one semester or an academic year.

1.4 Numbers of Students
a. Both institutions agree to exchange two students each year during the term of this agreement. Students may enroll for one semester or an academic year. Two students enrolling for one semester each are equivalent to one student enrolling for one year. Both institutions will review the program periodically to maintain a well-balanced exchange.
b. Where possible each exchange will be made on a one-to-one equal exchange basis. However, if the number of students exchanged between the institutions is not in balance each semester, an approximate balance should be achieved over the five year period of the agreement.
c. The obligations of the institutions under the agreement are only for the participants and include neither spouses nor dependents. Those who accompany the participants are the responsibility of the participants.

2. IMPLEMENTATION OF THE AGREEMENT

2.1 Tuition fees
Students participating in the program will be officially registered at both the home and host institutions during the period of attendance in this program. Exchange students will pay all customary tuition and registration fees to their home institution while participating in the exchange program. Both institutions agree to waive tuition and registration fees for the exchange students on a reciprocal basis. Exchange students will be required to pay ancillary and administrative fees to the host Institute.

2.2 Selection, Enrollment, Accreditation and Preparation
a. The home institution will screen its applicants for the student exchange program in accordance with the home institution’s program regulations and the host institution’s entry standards. The home institution will provide the host institution with the names of the participating exchange students and their academic qualifications by the date specified by the host institution. The host institution reserves the right to make final judgement on the admission of students nominated for the student exchange program.
b. Participating students in the exchange program must have completed at least one year of academic study. They will be selected by their home institution on the general basis of previous academic merit and enrolled for full-time non-degree enrollment at the host institution.
c. Nomination to the host institution will be accompanied by an official academic record and the Undergraduate/Postgraduate Application for Admission form for international students. The home institution will advise the host institution of any course details, essential to a student’s curricular plan and particulars such as known health problems, which might affect the student’s progress or require special assistance.
d. Exchange students will be permitted to enroll in any courses offered by the host program for which they are qualified, subject to requirements imposed by their program and places available.

e. The host institution reserves the right to reject candidates on academic grounds, in which case the home institution may nominate additional candidates for consideration. Neither the home institution nor the host institution will exclude students from participation in the exchange on the grounds of race, color, national origin, sex, or sexual preference.

f. Exchange students will be subject to the academic requirements and rules of conduct of the host institution. The home institution will advise their students of the academic and other applicable norms and policies of the host institution.

g. Students selected for the exchange will be required to have sufficient knowledge of English.

h. Each year each institution will provide the partner institution with all necessary details of the academic year, course descriptions, handbooks and all other information to enable students to make an informed choice of subjects to be taken at the Host Institution.

i. Following the term of the exchange, with the written consent of the exchange student, the host institution will provide the home institution with a final transcript from the Office of the Dean, Academic Affairs, describing the student’s academic performance. Grading will be applied according to the system used by the host institution. The grade conversion from one system to the other will be determined by the exchange student’s home institution. Each institution agrees that credits successfully carried at the Host Institution will be fully transferable to the home institution, subject to the transfer rules at the home institution and to the applicability of the courses taken to the student’s program at the home institution.

j. Students participating in the exchange program will receive their degree from their home institution if and when degree requirements are satisfied.

k. In the event an exchange student withdraws for any reason from the program of study prior to completion of same at a host institution, the withdrawal and refund policies of that student’s home institution shall apply.

2.3 Orientation and services

In the spirit of exchange the Host Institution will facilitate as much as possible, the admission, academic progress, physical relocation and cultural orientation of incoming exchange students.

The Host Institution will provide incoming exchange students with:

a. access to facilities as full members of the Host Institution, including library, sport and Student Union facilities.

b. an orientation program.

c. information on health insurance requirements and the extent of the medical cover.

d. academic and other advisory services.

e. assistance in securing housing where possible in the residence halls or appropriate off-campus alternatives.

f. documents necessary for obtaining a visa.

g. Language courses are available at the appropriate levels at TECHNION in Hebrew. Language courses are outside the exchange agreement and are provided at cost to the student.
The exchange students will have responsibility for:

a. paying Home Institution tuition fees prior to participation in the program.
b. comprehensive medical and accident insurance and related expenses in excess of insurance coverage.
c. transportation to and from the host institution.
d. room and board expenses.
e. textbooks, clothing and personal expenses.
f. obtaining an appropriate visa.
g. all other debts incurred during the period of the exchange.

3. NO AGENCY
Nothing in this agreement gives rise to a relationship of agency between the parties.

4. TERMINATION AND MODIFICATION OF THE STUDENT EXCHANGE AGREEMENT
4.1 The agreement may be terminated by either party, by a written notice given to the other party at least six months prior to termination. Commitments already in progress shall be fulfilled.
4.2 Each institution shall have the option of terminating an exchange arrangement as it pertains to an individual student, should the student violate laws or regulations of the host Institution or be found by a court of law to have violated the law of the host country.
4.3 The Agreement will be reviewed by the parties at the end of each five year period, to determine if any modifications are needed. A modification to the Agreement will be made in writing and signed by the parties.

5. Any Intellectual property rights developed during the course of this exchange will be jointly owned by IITK and TECHNION.

Signed on behalf of

INDIAN INSTITUTE OF TECHNOLOGY
KANPUR

Prof. Sanjay Dhande
Director

Prof. Sanjeev K Aggarwal
Dean, RP&G

Date Aug. 19, 2009

TECHNION-ISRAEL INSTITUTE OF TECHNOLOGY

Prof. Yitzhak Apeloig
President

Prof. Paul Feigin
Senior Executive Vice President

Date September 9, 2009