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## MEMORANDUM OF UNDERSTANDING

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DATED THIS 22<sup>nd</sup> DAY OF AUGUST 2009

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

AND

UNIVERSITI SAINS MALAYSIA (USM)

This Memorandum of Understanding is dated this 22<sup>nd</sup> day of August 2009

**Between**

**Indian Institute of Technology Kanpur** (hereinafter referred to as “**IIT Kanpur**”), an Institution incorporated under the Institutes of Technology Act 1961, with its premises at KANPUR 208016 – India of the first part;

**and**

**UNIVERSITI SAINS MALAYSIA** (hereinafter referred to as “**USM**”), a public Institution of Higher Learning incorporated under The Universities and University Colleges Act 1971 with its main campus at 11800, Minden, Pulau Penang, Malaysia of the second part.

IIT Kanpur and USM shall be individually referred to as “a Party” or collectively as “the Parties”.

**WHEREAS**

- A. IIT Kanpur is a leading technical & technological institution in India incorporated under the Institutes of Technology Act 1961 and is declared as an institution of national importance by the Parliament of India. It is aimed at providing meaningful education, to conduct original research and to provide leadership in technological innovation for the industrial growth of the country.
- B. USM is Malaysia’s premier public university with research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members to undertake the creation, development, dissemination and application of knowledge that can contribute towards achieving the Malaysian Government goal of nation building.

- C. Following discussions, both Parties wish to establish collaboration and explore opportunities through the setting up of a Centre of Engineering Excellence (CEE) with the following objectives:-
- To provide fertile ground for the development of human capital through students, academia and interaction with the industry.
  - To develop a supportive framework for the development of incremental technologies, for the benefit of all.
  - To tap into the resource base of all participants for the development and dissemination of knowledge and technology.
  - To provide a platform for development and commercialization of technology through a partnership of academia, applied research centres and industry.
  - To create a platform for the development of a greater mutual understanding and a forum for meaningful sharing of resources and knowledge.
- D. IIT Kanpur and USM recognize that working together on exploring opportunities and establishing a cooperative relationship would benefit both the Parties.
- E. This MoU sets out below the general framework and intentions of both Parties for collaboration for facilitation of further definitive agreements.

**Now this MEMORANDUM OF UNDERSTANDING witnesses as follows:-**

**1. Purpose of this MoU**

- 1.1 IIT Kanpur and USM shall, individually and jointly work through the Centre of Engineering Excellence to collaborate with the industry in four areas of:-
- i) Research projects;
  - ii) Academic projects;
  - iii) Special short courses and electives;
  - iv) Exchange of students and academic staff.



- 1.2 IIT Kanpur and USM agree that detailed terms and conditions of each activity identified above will be separately determined and agreed upon by the two Parties.
- 1.3 Both Parties shall endeavour to:
  - i) Provide the necessary personnel and expertise to enable the success of the collaboration;
  - ii) Provide the necessary facilities to enable the success of the collaboration.
- 1.4 This MoU shall form the basis of consensus for the Parties to examine the feasibility of this co-operation until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

## **2. Miscellaneous**

### **2.1 Confidential Information**

Neither USM nor faculty and team members of IIT Kanpur shall at any time disclose to any other third party, any confidential information of the Parties, acquired pursuant to this MoU without the written consent of the other Party.

For purpose of this MoU, "Confidential Information" means any information whether prior to or hereinafter disclosed by a Party (the disclosing Party) to the other Party (Receiving Party) in the course of this MoU involving technical, business, marketing, policy, know how, planning, project management and other information which is designated to be confidential or by its nature intended to be for the knowledge of the receiving Party, is given in the circumstances of confidence.

- 2.2 Neither USM nor faculty and team members of IIT Kanpur shall publish or otherwise make public the contents of this MoU and any confidential

information made available to each other without the prior written consent of the other Party.

**3. Amendments**

This MOU may be amended or supplemented in writing subject the mutual consent of all the Parties.

**4. Non-Binding Nature of the MoU**

Notwithstanding the statements and obligations herein, the Parties will not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of each IIT Kanpur and USM.

**5. Validity of the MoU**

This MoU is valid from the date of execution by the Parties and shall remain in effect for five (5) years upon the execution of this MoU. Either Party may terminate this MoU by giving one (1) month's written notice to the other Party. Notwithstanding the termination of this MoU, the obligations of the Parties in clause 2 shall remain and survive despite the due date and/or termination date.

**6. Notices**

Any notice or communication between the Parties must be delivered to the address, sent to the facsimile number or emailed to the following:

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR:**

Address: Post Office IIT Kanpur  
Kanpur 208 016 UP  
India

Facsimile: +91-512-259-0260

Telephone: +91-512-259-7578

Contact person: Dean: Research & Development

Email address: dord@iitk.ac.in

**UNIVERSITI SAINS MALAYSIA:**

Address: Chancellory  
Universiti Sains Malaysia  
11800 Minden  
Penang

Facsimile: 04-6565401

Contact person: Vice Chancellor

Email address: [vc@usm.my](mailto:vc@usm.my)

**7. Variation**

The terms stipulated in this MoU cannot be altered, changed or otherwise modified unless mutually agreed to by the Parties in writing.

**8. Governing law**

The Parties hereto shall endeavour to settle all disputes or differences which may arise out of the MoU or in connection therewith, in an amicable way.

All disputes arising in connection with this MoU, if not resolved, shall be referred to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

In case a Party files a complaint (Plaintiff) against the other Party (Defendant) whom a claim or charge is brought, the Defendant shall have choice to designate the place of arbitration.

**9. Problem Resolution**

The Parties agree to resolve all problems arising by negotiations and discussions and with a view to mutual benefit.



**10. Execution of the MoU**

The signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this MoU. The exchange of copies for this MoU and of the signature page thereto by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this MoU and may be used in lieu of the original MoU for all purposes.

**11. Assignment**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder to any third party.

**12. Intellectual property rights**

Ownership of any intellectual property (including but not limited to know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum.

**13. Coordinator**

Dean: Research & Development, from the side of IITK, and Dean of Research from the side of USM will be programme coordinators, who will periodically review and identify ways to strengthen cooperation between the two parties

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IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Signed for and on behalf of

Signed for and on behalf of

INDIAN INSTITUTE OF TECHNOLOGY  
KANPUR

UNIVERSITI SAINS MALAYSIA



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PROFESSOR SANJAY G. DHANDE

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PROFESSOR TAN SRI DATO'

DZULKIFLI ABDUL RAZAK

Director

Vice-Chancellor

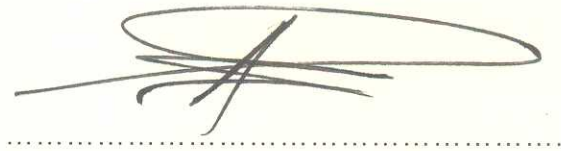
Date: AUGUST 22, 2009

Date: 22 August 2009

In the presence of:

In the presence of:

  
22-08-09

  
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