

Exchange of Students/Staff/Faculty

Memorandum of Understanding

Between

University of _____

(Logo)

And

Indian Institute of Technology Kanpur



as of _____ (*effective date*)

This Memorandum of Understanding (*MoU*) is effective as of _____ (*Effective Date*) to establish an affiliation by and between

Indian Institute of Technology Kanpur, having expertise in the areas of scientific, technological education and research, established under a special act of Parliament of Republic of India, incorporated under the Institutes of Technology Act, 1961 having its office at Kanpur 208016, India hereinafter referred to as *IITK*, of the FIRST PART,

And

_____ having its office at _____ hereinafter referred to as *the University*, of the Second Part, for the purpose of exchange of _____ (faculty/staff/student).

The aforesaid institutions are hereinafter referred to individually as *institute* and collectively as *institutes*.

Introduction

IITK and the University have many areas of common interest in _____. In some of these areas, the degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research. Collaboration will be established within the principles set out in the following sections.

1. Object:

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

- a. Faculty/Scientist/Staff Exchanges (Specify objective of the exchange)
 - (i) The exchange of faculty to the mutual benefit of both institutions,
 - (ii) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest,
 - (iii) The exchange of academic materials and publications,
 - (iv) Conducting lectures,
 - (v) Undertaking joint research,
 - (vi) Attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills,
 - (vii) Participating in seminars, symposiums, and other types of academic discussions,
 - (viii) Co-supervising post-graduate students,
 - (ix) Conducting study tours and joint consultancy work.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. The terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

b. Student Exchanges (Specify objective of the exchange)

Student exchange activities (at undergraduate or postgraduate level) cover visits to either institution for any of the following purposes:

- (i) participating in research;
- (ii) participating in taught courses;
- (iii) involvement in study tours;
- (iv) joint Ph.D programme

(The terms and conditions of such exchange, including number of students, period of exchange, student selection criteria, programme of study, period spent in the host university, performance evaluation, technical report of the research carried, transfer of credits, accommodation, food, medical insurance, international travel, payment of tuition fees will be specifically mentioned.)

c. Other Areas: (Specify objective of the exchange)

- (i) to exchange information on research and educational programs,
- (ii) to exchange information on teaching, learning material and other literature relevant to their educational and research programs,
- (iii) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
- (iv) to organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
- (v) to propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
- (vi) to exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and /or research,
- (vii) the provision of cultural and intellectual enrichment opportunities for staff and students of both institutes,
- (viii) to use laboratory facilities in specific cases for a limited period,
- (ix) to permit students, staff and faculty members to use library facility.

IITK and the University agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation.

2. Coordination:

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of (a) _____, programme coordinator from the side of IITK, and (b) _____, programme coordinator from the side of the University, will periodically review and identify ways to strengthen cooperation between the two institutions.

3. Confidential Information:

IITK does not absolve any confidential information during the research activity.

4. Intellectual Property Rights:

Ownership of any intellectual property (including but not limited to confidential information, 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 institutes to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialisation of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

IITK shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

5. Validity

The Memorandum shall remain in force for a period of _____ years commencing from effective date. Institutions may extend the term by written agreement signed by both after review.

6. Termination

Either institution may terminate the MoU by giving written notice of _____ days/months in advance to the other institution. Once terminated, neither IITK nor the University will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITK and the University will ensure that the

provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

7. Amendments/Modifications

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

8. Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions.

9. Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

10. Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation, Director, IITK and _____ will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. If such a settlement cannot be reached, the dispute will be settled in the courts of New Delhi (India).

IITK and the University welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

For and on behalf of the UNIVERSITY

For and on behalf of IITK

Signature

Signature

Name

Name

Designation

Designation

Date:

Date:

Witness:

Witness:

1.

1.

2.

2.