Exchange of Students/Staff/Faculty

Memorandum of Understanding

Between

Curtin University of Technology

And

Indian Institute of Technology Kanpur

as of 11/07/2016 (effective date)
This Memorandum of Understanding (MoU) is effective as of 11/07/16 (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

CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569), a body corporate established under the Curtin University of Technology Act 1966 (WA) having its office at Kent Street, Bentley, Western Australia 6102, Australia 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 Mechanical Engineering. 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 and Staff Exchanges

(i) Collaboration in research and development, in the field of mutual interest
(ii) Undertaking joint research
(iii) Co-supervising post-graduate students

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

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

(i) participating in research;
(ii) collaborative doctoral 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:

(i) to exchange information on research and educational programs,
(ii) to propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
(iii) to use laboratory facilities in specific cases for a limited period,
(iv) 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 a programme coordinator from the side of the University, will periodically review and identify ways to strengthen cooperation between the two institutions.

3. Confidential Information:

Each institute undertakes to respect the confidentiality of the other institute's confidential information.

Each institute is to treat all confidential information owned by the other institute which is specifically designated as confidential information in writing as confidential and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. It shall be the responsibility of each institute to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of a scientific research program on a strictly “need to know basis” and have such
officers, employees or agents sign written confidentiality undertakings as may be required.

4. Intellectual Property Rights:

This MOU does not transfer any interest in or rights to 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) of any institute.

It is envisaged that all intellectual property will be developed under, and ownership shall be determined by, respective written agreement covering the specific scientific research activity on an individual project basis. Should the institutes collaborate to develop any intellectual property under this collaboration which is not subject to an individual written agreement, the intellectual property shall be owned jointly by the institutes as tenants in common and each institute grants the other an irrevocable, worldwide, non-exclusive, royalty-free license to use the intellectual property for their own internal, non-commercial, research purposes.

5. Validity

The Memorandum shall remain in force for a period of 5 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 6 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. Agreements

The institutes shall wherever necessary enter into written agreements to facilitate the implementation of the Object. Such agreements will cover all relevant aspects of the Object including but not limited to funding, responsibilities and contributions of each institute, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each institute.

11. Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation, Director, IITK and the University 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 jurisdiction of the defendant.

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

Signature

Name: Professor Birendra Singh

Designation: Deputy Vice-Chancellor - Research

Date: 11/07/2016

Witness:
1. 
2. 

For and on behalf of IITK

Signature

Name: Professor Amalendu Chandra

Designation: Dean, Research & Development

Date: 29/06/2016

Witness:
1. 
2. 