



Indian Institute of Technology
Kanpur



HSBA HAMBURG SCHOOL OF
BUSINESS ADMINISTRATION

MEMORANDUM OF UNDERSTANDING

Between

INDIAN INSTITUTE OF TECHNOLOGY KANPUR, INDIA

and

HAMBURG SCHOOL OF BUSINESS ADMINISTRATION, GERMANY

THIS AGREEMENT is made on the 9th day of April 2014

BETWEEN:

- 1 **Indian Institute of Technology Kanpur**, of Kalyanpur, Kanpur, Postcode 208016, Uttar Pradesh, India (**IITK**); INDIA and
- 2 **Hamburg School of Business Administration (HSBA)**, gGmbH Postal address: Adolphiplatz 1, 20457 Hamburg, Germany

(each a "Party", and together the "Parties").

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the content of the subject matter otherwise requires:

- (a) **Academic Regulations** means regulations, as may be amended from time to time and which set out, among other things, the conditions for admission to a degree or other award, the requirements for assessment and examination, requirements for a thesis and attendance requirements. Both parties agree to share the regulations every time as and when the regulations relevant to this agreement are revised.
- (b) **Commencement Date** means 1 October 2014.
- (c) **Confidential Information** means any information disclosed by one Party (the **Disclosing Party**) to another Party (the **Receiving Party**) that has been designated either orally or in writing as confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including (but not limited to) information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, intellectual property, know how, personnel, students and suppliers of a Party.



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- (d) **Home Institution** for HSBA students and faculty is HSBA, and for IITK students and faculty is IITK.
- (e) **Host Institution** for HSBA students and faculty is IITK, and for IITK students and faculty is HSBA.
- (f) **Intellectual Property** means all know-how, inventions (whether patentable or not), patents, patent applications, trademarks, service marks (whether registered or not), domain names, meta tags, copyrights, design rights and applications thereof, registered designs, moral rights, rights relating to computer software, database rights and rights in databases and any similar property rights, other industrial or intellectual property right.
- (g) **Non Degree Student** means a student who is participating in the non degree student programme at IITK as per regulations of IITK or a student who is participating in the non degree student programme at HSBA as per regulations of HSBA.
- (h) **Regulations** means the Constitution, Ordinances, Statutes, Regulations (other than the Academic Regulations) and the other governance documents of IITK or HSBA including procedures in respect of complaints, misconduct and appeals, as the case may be, as amended from time to time.
- (i) **Working Day** means Mondays through Fridays but will not include Saturdays, Sundays or public holidays in India and Germany.

2. PRINCIPLE AND SCOPE OF THIS AGREEMENT

- 2.1. To promote effective and mutually beneficial cooperation and develop academic and cultural exchange in education, research and other areas, IITK and HSBA, hereby indicate, through this agreement, their intent to explore areas of mutual interest toward the internationalisation of higher education.
- 2.2. To the extent possible, both institutions agree to promote the following goals:
 - (a) Exchange of students of the HSBA part-time MBA programmes to non degree student programme of IITK, and of students of MBA and Masters and Doctoral programmes of Industrial and Management Engineering Department of IITK to such or similar programmes of HSBA.
 - (b) Exchange of faculty of HSBA to IITK, and of Industrial and Management Engineering Department of IITK to HSBA, on a short-term basis for the purpose of teaching, academic and sponsored research and academic extension activities.



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- 2.3** Terms of mutual assistance and cooperation shall be discussed and agreed upon in writing by the responsible authority of each institution prior to the initiation of any particular program of activity. Any program shall be subject to mutual consent, availability of funds and the approval of both institutions.
- 2.4** Both institutions agree to identify representatives responsible for the coordination of this agreement.
- 2.5** Both institutions agree to communicate regularly regarding the above-mentioned projects and goals.

3. NON DEGREE STUDENT PROGRAMME

- 3.1** The non degree student programme is one wherein duly admitted and currently registered students of one institution take the courses for credit at other institution.
- 3.2** The courses offered by a host institution under non degree student programme shall be only those courses that are duly approved and recognized by the appropriate authorities of the host institution.
- 3.3** The number, title, credit, duration, contents, evaluation scheme and instructor of courses to be taken under non degree student programme will be the same as made available by and at the host institution during the period of registration for the course.
- 3.4** It shall be the responsibility and prerogative of the home institution to decide upon the equivalence of the courses available at the host institution for the purpose of inclusion of the credits of the courses for the award of degree by the home institution.
- 3.5** The host institution shall have no role whatsoever in the process of the award of the degree by the home institution.
- 3.6** For all purposes of conduct of a course under non degree student programme, the Academic Regulations of the host institution during the period of the course shall apply.
- 3.7** Under the non degree student programme, for all non academic purposes, the General Regulations of the host institution during the period of the stay shall apply.
- 3.8** Upon successful completion of the courses, the host institution will issue the transcripts in a manner duly approved and recognized by the appropriate authorities of the host institution.
- 3.9** After completion of the duration of the course programme, the candidate shall return to his/her home institution.



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4. Student Exchange

- 4.1** Unless otherwise agreed upon, visiting students will be admitted under the non degree student programme for one semester as agreed per the enrolment regulations for exchange students.
- 4.2** The home institution shall indicate to the host institution the courses desired by the visiting students in advance. The host institution will intimate about the confirmation of the courses for visiting students prior to their arrival.
- 4.3** Both institutions agree to send students who possess above average language skills in the language of instruction at the host institution. The two institutions may adopt B2 (according to the Common European Framework of Reference for Languages), TOEFL 90 iBT or IELTS 6.0. HSBA recommends students who do not speak German to enrol in an elementary German course for the duration of their stay.
- 4.4** Both institutions jointly will decide the number of students for exchange every year.
- 4.5** Both institutions will attempt to maintain a balance in student exchanges through summer programs, short exchanges, and similar brief interchanges.

5. SELECTION AND ADMISSION OF STUDENTS

- 5.1** It is expected that the home institution will select top quality students for the exchange. However, the host institution maintains the right to refuse to accept any visiting students proposed by the home institution.
- 5.2** The students admitted to the programmes at the respective institutions as mentioned under clause 2.2 of this agreement shall be eligible for exchange programme.
- 5.3** Selection of students for exchange under non degree student programme would be done as per the norms of the host institution.

6. STUDENTS FEES AND OTHER COSTS

- 6.1** The host institution shall waive all tuition fees for incoming students of the sending home institution.
- 6.2** Outgoing students shall pay tuition fees to their home institutions before departure.
Room, board, transportation to and from the host institution, travel documentations and visa costs, book expenses, and other costs commonly associated with studies are generally to be borne by the students. Both sides shall strive to find suitable scholarships such as SONA Group scholarships, DAAD.
- 6.3**



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- 6.4** The host institution is expected to assist incoming students in locating suitable housing.
- 6.5** All incoming students are expected to provide evidence of medical and accident/liability insurance. Any additional insurance should be purchased by the students after arrival to the host institution.

7. STUDENT GRADES & TRANSCRIPTS

The host institution is expected to provide, in a timely manner, all grades and other documentation of the visiting student's performance to the sending institution.

8. FACULTY EXCHANGES

- (a) All faculty exchanges must be approved in writing by the parties' presidents or their designated officials.
- (b) The host institution will provide visiting faculty with office space, computers, and any other material necessary and normal to conducting teaching and research.
- (c) The host institution will also lend assistance in locating housing.
- (d) Expectations and workload for visiting faculty shall not exceed that at the home institution.

9. LIABILITY

Neither Party (the **Limiting Party**) shall, except in the case of death or personal injury caused by its negligence or in the case of its fraudulent misrepresentation or in other circumstances where liability may not be so excluded or limited under any applicable law, be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss, in each case whether direct or indirect, or any consequential or indirect loss or damage, costs or expenses incurred or suffered by such other Party as a result of any breach by the Limiting Party of the terms of this Agreement.

10. FORCE MAJEURE

Neither Party shall be liable in damages for failing to perform its obligations under this Agreement or have the right to terminate this Agreement for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to any strike, lock-out, or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, fire, flood, storm or act of God.



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11. AMENDMENT

11.1 No amendment or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party.

12. THE TERM OF AGREEMENT

This Agreement shall become effective on the date mentioned in this agreement. The terms of this agreement may be altered or amended by written agreement (addendum) by both parties.

13. TERMINATION OF AGREEMENT

Either party may terminate this agreement by 6 months written notification prior to the end of the academic year. Termination or amendment shall do not harm to either party in the course of program operation. Any ongoing projects or obligations must be concluded before the final termination of the agreement comes into effect.

Executed as an AGREEMENT

SIGNED for and on behalf of **Indian Institute of Technology Kanpur** and
SIGNED for and on behalf of **Hamburg School of Business Administration**

Indian Institute of Technology Kanpur
(IITK)

Dr. Prabhat Munshi
Dean, Resources and Alumni

April 16, 2014

Date

HSBA Hamburg School of Business
Administration

Dr. Uve Samuels
Managing Director

April 10th 2014

Date