

# Memorandum of Understanding

Between

NILU - Norwegian Institute for Air Research, Kjeller



And

Indian Institute of Technology Kanpur



as of \_\_\_\_\_ (effective date)



This Memorandum of Understanding (MoU) is effective as of \_\_\_\_\_ (Effective Date) to promote collaboration between the 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

NILU - Norwegian Institute for Air Research having its office at Instituttveien 18, N-2007 Kjeller, Norway hereinafter referred to as NILU, of the Second Part, for the purpose of research and scientific collaboration.

The aforesaid institutions are hereinafter referred to individually as Institute and collectively as Institutes.

### **Introduction**

IITK and the NILU have many areas of common interest in environmental protection. 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. Collaboration will be sought established within the principles set out in the following sections.

#### **1. Object:**

Both Institutes agree to develop collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The cooperation between the Institutes may take especially the following forms:

1. Research and development projects that are fully funded;
2. Collaboration on education and training programs through project funding.

The activities originating from this MoU shall be carried out through an agreement entered separately for each activity and the said agreement shall lay out and stipulate each activity, objective and duration, the nature of the activities to be carried out by each party, the financial aspects and the conditions applicable to each party. All collaboration needs will be through external funded projects with normal hourly rates for each institution.

#### **2. Coordination:**

Each Institute shall appoint one member of its teaching/research faculty or staff as a contact person for the MoU on its behalf. Their task will be to initiate and coordinate development of joint activities. All activities need external funding.

#### **3. Economy**

The collaboration is based on each partner covering their expenses through external funding at normal hourly rates for each institution or making joint effort to acquire financial support to fully cover their activities.

#### **4. Confidential Information:**

Each Institute will not disclose Confidential Information of the other Institute received during the activities under this MoU.



## **5. 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 new 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.

An IPR agreement will also be linked to each individual project being developed.

## **6. Validity**

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

## **7. Termination**

Either institution may terminate the MoU by giving written notice of 3 months in advance to the other institution. Once terminated, neither IITK nor NILU will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITK and the NILU will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

## **8. Amendments/Modifications**

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

## **9. Code of Conduct**

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.

## **10. Legal relationship and liability**

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. Neither IITK nor NILU will be responsible for any losses, financial or otherwise, which the other institutions may suffer. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.



## 11. Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation, Director, IITK and Managing Director, NILU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

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

For and on behalf of the NILU

Signature

Name: Dr. Kari Nygaard

Designation: Managing Director

Date:

For and on behalf of IITK

Signature

Name: Prof. Indranil Manna

Designation: Director

Date:

14.10.2014