

**Memorandum of Understanding  
On Exchange of Students/Staff/Faculty**

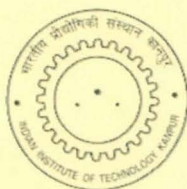
**Between**

**The Nelson Mandela  
African Institution for Science and Technology**



**And**

**Indian Institute of Technology Kanpur**



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

The Nelson Mandela African Institution of Science and Technology, a higher learning and research-intensive institution having its office located at Tengeru, P.O. box 447, Arusha, Tanzania hereinafter referred to as *NM-AIST*, of the Second Part, for the purpose of exchange of faculty, staff and students.

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

## **Preamble**

WHEREAS, IITK and NM-AIST have many areas of common interest in Engineering and Sciences, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

NOW THEREFORE, IITK and NM-AIST have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

## **ARTICLE 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**

- (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. 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 Exchange

IIT Kanpur and NM-AIST agree that student exchange will be guided by principles listed below. A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

- a) Exchange students will be selected by mutual agreement between the home institution and the host institution.
- b) An exchange student will continue to be treated as full-time student at his/her home institution.
- c) An exchange student will be considered as full-time "exchange" student at the host institution.
- d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
- e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-à-vis those offered at the home institution.
- g) If an exchange student has undertaken research, then the host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.
- h) If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical report, and take steps in accordance with its own procedures.
- i) IIT Kanpur and NM-AIST agree to provide suitable accommodation and living expenses for student exchange.
- j) To avail travel expenses, students can apply for existing funding programs at their respective home universities.
- k) The exchange students will pay tuition and other fees at their home institution.

#### c. Other Areas:

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

## **ARTICLE 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 NM-AIST, will periodically review and identify ways to strengthen cooperation between the two institutions.

## **ARTICLE 3: CONFIDENTIAL INFORMATION**

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

## **ARTICLE 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.

#### **ARTICLE 5: VALIDITY**

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

#### **ARTICLE 6: TERMINATION**

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

#### **ARTICLE 7: AMENDMENTS/MODIFICATIONS**

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

#### **ARTICLE 8: ADHERENCE TO LAWS**

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.

#### **ARTICLE 9: LEGAL EFFECT**

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.

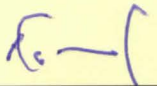
#### **ARTICLE 10: DISPUTE RESOLUTION**

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



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

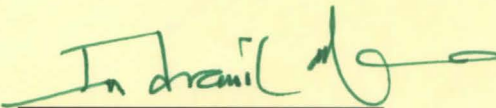
**Signed for NM-AIST**

  
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Vice Chancellor

Date: April 17, 2014

**OFFICE OF THE  
VICE CHANCELLOR  
NELSON MANDELA AFRICAN  
INSTITUTE OF SCIENCE AND  
TECHNOLOGY - ARUSHA**

**Signed for IITK**

  
\_\_\_\_\_  
Director

Date 06.05.2014

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निदेशक  
भारतीय प्रौद्योगिकी संस्थान कानपुर  
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