# Memorandum of Understanding On Academic and Research Co-operation

between

# The University of Kansas

Lawrence, Kansas, USA

and

# Indian Institute of technology Kanpur

Kanpur, India

Concerning the development of international academic and research linkage between **The University of Kansas**, Lawrence and the Indian Institute of Technology Kanpur.

The University of Kansas, Lawrence and Indian Institute of Technology Kanpur desire to collaborate and strengthen academic and research cooperation between their respective institutions based on the principles of mutual benefit;

Have agreed as follows:

#### Article 1

The objective of the cooperation between **Indian Institute of Technology Kanpur** and **The University of Kansas**, **Lawrence** is to promote academic collaboration for research, education, and community service.

#### Article 2

Cooperation in strategic areas in the fields of Engineering and Science will be directed towards the following activities:

- a) jointly explore the development of educational programs;
- b) jointly explore the development of industry based training programs;
- c) jointly explore the development of research projects;
- d) explore the potential to exchange relevant academic and scientific information;
- e) facilitate the exchange of faculty, researchers and students;
- f) explore the potential of product and business development.

### Article 3

Each collaborative initiative will be the subject of a specific project agreement describing the activities, structure, courses, all fees and other information, as well as experience to be exchanged and setting forth details related to administration, operation and funding, Appropriate institutional approval will be sought for program development and implementation. All policies and procedures within each institution, including any Ministerial and accreditation approval will be sought and followed.

The parties intend that any academic cooperation will be agreed beforehand by the parties. The activities will be documented in separate approval which will be in accordance with the policies and procedures of the respective parties. Unless agreed otherwise, each party will bear the cost of their participation. Except for the obligations under Article 6, this Memorandum of Understanding does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

#### Article 4

This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

#### Article 5

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

## For Indian Institute of Technology Kanpur

Address:

Dean, Resource Planning & Generation Indian Institute of Technology Kanpur, India 208016

Tel: +91-512-2597834/2597635

Fax: +91-512-2590353 Email: drpg@iitk.ac.in

## For The University of Kansas, Lawrence, Kansas, USA

Address:

Director, Office of Technology Transfer 2385 Irving Hill Road Lawrence, KS 66045-7563

Phone: 785-864-7189 Fax: 785-864-5272 Email: <u>ottip@ku.edu</u>

#### Article 6

Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of the Party. Any Intellectual Property Right generated by either party under this MOU shall be the joint property of both Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. If jointly owned, Intellectual Property Right, data and information resulting from the cooperation activities under this MOU may be used for commercial purpose by one Party, if an appropriate inter-institutional agreement is entered into by the Parties.

If either of the Parties wishes to disclose confidential date and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made. The Parties agree not to withhold consent unreasonably.

#### Article 7

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

#### **Article 8**

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. The name and logo of The University of Kansas may not be used without the written permission from The University of Kansas. Similarly, IIT-Kanpur's name and logo may not be used without the written permission from IIT-Kanpur

#### Article 9

This MOU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

DONE in Place) on (DATE), in two originals in English language, both texts being equally authentic.

For Indian Institute of Technology Kanpur, India

Professor Indranil Manna

Director

Indian Institute of Technology Kanpur

16. Aug. 2013

Date

For The University of Kansas, Lawrence, Kansas, USA

Bernadette Gray-Little

Chancellor

Sept 19, 2013

Septem bur

Date

Susan Gronbeck-Tedesco

Associate Vice Provost, International Programs

Joseph A. Héppert

Associate Vice Chancellor Research & Graduate Studies Date