

COOPERATION AGREEMENT

between
the Hochschule Darmstadt
University of Applied Sciences Darmstadt,
Haardtring 100, 64295 Darmstadt, Germany
represented by President
Professor Dr. Ralph Stengler

- hereafter referred to as h_da -

and

Indian Institute of Technology Kanpur
Kanpur- 208 016
India
Represented by Dean, Research & Development
Prof. A K Chaturvedi

- hereafter referred to as IIT Kanpur -

§ 1

Purpose and objective of the collaboration

A cordial relationship has evolved between the two institutions since August, 2008. The cooperation agreement should be expanded for another four years. The subject matter of this agreement is exchange of information and know-how as also advanced training and further education through exchange of scientists and students of the contracting institutions.

§ 2

Fields of collaboration

The collaboration agreed upon shall be realized in the following manner:

- Exchange of students
- Exchange of scientists
- Joint development of course curricula, examination regulations as well as
- joint scientific publications
- Mutual support in the implementation of third-party funded projects
- Mutual support in supervising final thesis'

In addition to this, both institutions intend to carry out joint research projects.

The fields of research are determined by the areas of specialization of the professors and scientists who are actively engaged in research in either or both institutions. Currently the following subjects turn out to be of interest

- In the field of economics
- Econometrics
- Environmental policy
- finance

Both institutions strive to publish research findings jointly.

§ 3
Exchange of students and scientists

Within the framework of this agreement students and scientists of both institutions should have the opportunity to visit the partner institution while carrying out research programs, third-party funded projects, lectures and courses.

Each institution is responsible for the selection of students to be sent to the partner institution to study and shall ensure that their foreign-language proficiency is adequate and that they would, in all probability, be able to complete their course of studies abroad successfully.

§ 4
Authorized representatives for implementing the collaboration

A working group, comprising representatives of both institutions, shall be responsible for the practical implementation of the obligations laid out in this agreement.

- Prof. Dr. Matthias Neu of h_da

- Dr. P Murali Prasad of IIT Kanpur

The representatives will periodically review and identify ways to strengthen cooperation between the two institutions.

At the time of entering into this agreement the representatives were:

- Prof. Dr. Michela Keiemeier of h_da

- Dr. P Murali Prasad of IIT Kanpur

§ 5
Particulars / Finances

The key provisions contained in § 2 on fields of collaboration, in particular, those pertaining to financial conditions, must be agreed upon in advance between the two institutions and preferably in writing. This also includes the question of recognition of academic credits.

The costs incurred in every student exchange (i.e. accommodation, costs of living and travel) are met by the exchange students themselves or where applicable by the sending institution.

According to § 4, the authorized representatives have to inform the students accordingly. The host institution shall provide assistance in procuring suitable accommodation for the exchange students. Both institutions intend to seek national and international grants in order to meet the cost of travel and of living.

The exchange students shall register with the host institution during the exchange semester.

They are thus obliged to abide by the rules and regulations of the host institution.

Both universities declare hereby to waive tuition fees from exchange students. The exchange students have to pay the stipulated semester fees for the semester at the host university.

In the case of exchange of scientists, the institution sending the scientist on exchange should bear all the costs incurred through the exchange.

Regarding the number of exchange scholars the principle of reciprocity, i.e. balance in numbers shall apply.



§ 6
Insurance cover

It is recommended that students of IIT Kanpur at h_da have third-party and accident insurance for the duration of their stay at h_da. For registration at the University of Applied Science at Darmstadt they are required to submit a health insurance policy.

Students of h_da at IIT Kanpur should have an accident and health insurance for the period of their stay abroad. A third-party insurance is recommended.

Should an exchange student undertake research work in industry, then the question of insurance cover must be clarified with the industrial organization before accepting the assignment.

§ 7
Liability

The liability of the contracting parties towards each other, even in case of a fault or a lapse on the part of their legal representatives or legal aides violating the terms of this contract, shall be restricted to cases of premeditation and gross negligence. Should violation of major contractual provisions (key obligations) occur, the contracting parties are also liable for lapses on the part of their legal representatives or legal aides even in cases of foreseeable, contractually typical and immediate damage caused by minor negligence.

The contracting parties are not liable to each other for any damage caused by their exchange students.

In case, there be a dispute, Dean, Research & Development, IITK and President, h_da will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

§ 8
Coming into force / Duration of the agreement

This agreement shall remain in force for a period of 4 years and shall come into force on the day it is signed by the representatives of both institutions. The agreement can be revoked in written form at any time by either of the institutions. In this case, the institutions have to ensure that the projects and courses that have already begun are carried to completion.

§9
Confidentiality

Information and/or data that are exchanged will only be treated as confidential when such a request is made by either party, and agreed by both, namely, Prof. Dr. Matthias Neu of h_da and Prof. Prasad of IIT Kanpur. An agreement must not be unreasonably denied.

§10
Intellectual Property Rights

Rights in terms of patent or copy right law that are not exclusively worked out by one party shall be vested to both institutes to this Memorandum respectively. The portion of the rights depends on the significance of work load and provided resources that led to the results. The design of specific arrangements such as registration, commercial usage, partitioning of revenues are settled in a separate agreement.

Publications as a result of the cooperation shall only be possible if both parties agree. Agreement must not be withheld unreasonably.



Intellectual Property rights as a result of cooperation both parties receive gratuitously an exclusive, negotiable, with respect to time, location and contend unrestricted exploitation right for all exploitation methods.

§ 11 Final provisions

This agreement is drafted in English and in German. Both versions are equally binding and legally valid.

Co-operations with other institutions remain unaffected through this agreement.

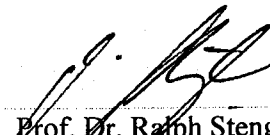
Amendments and supplements to this agreement have to be marked as such in order to be effective. They can be included through mutual consent only. In order to be legally binding they need to be laid down in writing.

Should a provision of this agreement be ineffective, this shall not affect the validity of other provisions. This provision should rather be replaced by the contracting parties through a regulation that is legally valid and which, in its content, comes closest to the original provision.


Place, Date: Darmstadt,

Place, Date: 7/5/2012

Signature:


Prof. Dr. Ralph Stengler
President of h_da

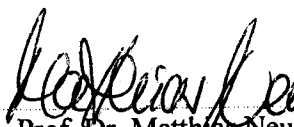
Signature:


Prof. A K Chaturvedi
Dean, Research &
Development, IIT
Kanpur


अधिष्ठाता
DEAN
अनुसंधान एवं विकास
Research & Development
आई० आई० टी० कानपुर
I. I. T. KANPUR

Co-signatories

Signature:


Prof. Dr. Matthias Neu
(Professor h_da /
department Business
Administration h_da*)

Signature:


Dr. P. M. Prasad
Dept. of Humanities and
Social Sciences, IIT
Kanpur

Dr. P. M. Prasad
Faculty of Economics
Dept. of H.S.S., I. I. T. Kanpur

