MEMORANDUM OF UNDERSTANDING

FOR COLLABORATION IN RESEARCH AND EDUCATION

BETWEEN

THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI-COLUMBIA, COLLEGE OF ENGINEERING

AND

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Preamble

Whereas our institutions are committed to common goals of creating new knowledge and applying it to the improvement of human conditions, the University of Missouri-Columbia's College of Engineering (MU CoE) and Indian Institute of Technology Kanpur agree to establish an institutional collaboration in research and education with the primary objectives to promote interaction and exchanges between faculty, staff and students, explore joint research programs, and encourage exchange of experiences in education and research. The collaboration also aims at enhancing the technological, social and cultural relations of both countries/states/regions.

Both Parties further agree that this Memorandum of Understanding (MOU) for collaboration in research and education would be of mutual benefit serving as an indication of continued interest in and a general framework for such collaboration.

Areas of Cooperation

The following general areas have been identified as possible starting points for collaboration. These areas can be further expanded and detailed by mutual consent. Implementation of specific activities under this MOU shall be subject to separate written agreements.

(i) Exchange of information and experience: Representatives of both institutions should arrange joint meetings at least once a year to exchange experiences in education and research and to prepare proposals for joint projects. A joint Seminar/Workshop may be held once in two years or earlier to present the results of this collaboration. Information exchanged shall already be in the public domain. Any exchange of proprietary information shall be subject to a separate written nondisclosure agreement

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- (ii) Faculty and student exchange programs: The parties will examine the possibility of creating one or more Visiting Faculty positions at respective institutions for faculty exchange. A Student Exchange Program will be formulated for short duration for joint research activities. A suitable umbrella agreement for such exchanges can be developed to avoid some routine formalities in each individual case under this collaborative program. In the case where students wish to enroll for formal course work, a separate, detailed document which addresses graduate and undergraduate admission requirements, application procedures, and credit transfer will be negotiated, examined and prepared in advance of the student's ability to register and enroll for courses. This will be approved by the necessary management levels of each party and executed and delivered by authorized representatives of both parties.
- (iii) <u>Cooperative research projects:</u> The participants may define joint collaborative research projects between faculty or research groups in areas of mutual interest and/or complementary expertise. Collaborating faculty may approach various funding agencies to submit joint project proposals. Details regarding funding, intellectual property and other aspects of joint research projects will be considered in separate written agreements.
- (iv) Educational exchange programs, continuing and distance education: The institutions will explore exchange opportunities for course development and transfer of credit for post-graduate courses, cross-institutional course offerings, and formulating a distance education program based on the expertise available in both institutions. They will also explore the possibilities of research in technology for distance and computer-based learning. The institutions will also work jointly for development of new courses in the emerging and futuristic areas of science and technology through collaborative efforts.

Participation

Initially, all MU CoE departments, research centers, institutes and Indian Institute of Technology Kanpur's departments and units will participate in collaborative activities under this MOU. Subsequently, other colleges, departments, and divisions of both institutions may join and participate, as appropriately warranted by research or educational interests and needs of particular projects, in collaborative activities under this MOU. Their participation will be formalized in an Addendum to this MOU.

Coordination

Both MU CoE and Indian Institute of Technology Kanpur will designate, respectively, Dr. Shubhra Gangopadhyay and Dr. Shantanu Bhattacharya to serve as coordinators (liaisons) for the joint program. They will confer periodically with each other.

Intellectual Property

Each institution will adhere to the intellectual laws of their respective nations. Any research projects for which intellectual property is likely to be created will require separate, written agreements regarding intellectual property.

Export Control

Each institution will adhere to the export control regulations of their respective nations.

Financing

The two institutions may work to develop a viable and sustainable model for the financing of this collaboration. With approval of the appropriate administrative officials of the respective institutions, the program coordinators may explore the development of funding to carry out this collaboration.

Disclaimer

Despite the statements and obligations expressed herein, this MOU is a non-binding expression of current intentions of the Parties, and neither Party will incur, nor be bound to, any legal obligations or expense hereunder to the other Party, until and unless definitive separate agreements have been negotiated, approved by appropriate management levels of each Party and executed and delivered by authorized representatives of both Parties.

Validity

This MOU may be modified through the mutual discussion and consent of the two institutions, and shall remain in effect from the date of signature for an initial period of five years. Either institution may terminate or propose revisions of the agreement by giving a six months' written notice of such intent. The MOU may be extended further, in five-year increments, by mutual written agreement.

Jim Thompson, Ph.D.
Dean, College of Engineering

Date

Lisa Wimmenaur
Associate Director of Business
Services

For the Indian Institute of Technology Kanpur:

Prof. Sanjay Dhande

Director सजय गा. घाड

Sanjay G. Dhande

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Indian Institute of Technology Kanour

Handy Williamson, Jr., Vice Provost International Programs University of Missouri

1/29/10

Date

Date

Approved By

JUL 2 8 2010

General Counsel via FAX

BUSINESS SERVICES