# संसाधन नियोजन एवं सृजन कार्यालय RESOURCE PLANNING & GENERATION OFFICE

# भारतीय प्रौद्योगिकी संस्थान कानपुर INDIAN INSTITUTE OF TECHNOLOGY KANPUR

मोहम्मद शकील सहायक कुलसचिव Mohammad Shakeel Assistant Registrar



पत्रालय : आई०आई०टी० कानपुर - 208016 (भारत) P.O. : I.I.T., KANPUR - 208016 (India)

No.:RPG/MU/2011/384 Date: September 27, 2011

Prof. Arijit Bose Department of Chemical Engineering 205 Crawford Hall Kingston, RI 02811, USA

Dear Prof. Arijit Bose,

Hereby I'm enclosing two original copies of the MoU between University of Rhode Island, Brown University and Indian Institute of Technology Kanpur, duly signed by Director IIT Kanpur for your record.

Thanking you.

Mohammad Shakeel

Coordinating Officer - International Relations

Encl: As Above

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#### MEMORANDUM OF UNDERSTANDING

#### between

# University of Rhode Island, Brown University and the Indian Institute of Technology, Kanpur

This Memorandum of Understanding made and entered into as of August 12, 2011, by and between the institutions:

- 1. University of Rhode Island, Kingston, RI, USA, herein referred to as "URI";
- 2. Brown University, Providence, RI, USA, herein referred to "Brown"; and
- 3. Indian Institute of Technology Kanpur, India, hereinafter referred to as "ITTK".

URI and Brown are referred to collectively as "Universities".

URI and Brown have established a Consortium for Nanoscience and Nanotechnology, herein referred to as "RIN2" and IITK has established the DST Unit for Nanoscience, herein referred to as "DST Nano". RIN2 and DST Nano will herein be referred to collectively as "Entities".

# OBJECTIVES OF THIS MEMORANDUM OF UNDERSTANDING

To foster academic exchange and cooperation between the Universities and IITK. While the initial goal will be an academic exchange and cooperation between RIN2 and DST Nano, over time, this may be broadened to other areas and this memorandum will cover future exchange and cooperation between the Universities and ITK.

#### 1. MODES OF EXCHANGE AND CO-OPERATION

The Universities and IITK agree to explore the potential for exchange and co-operation in the following modes:

The Entities will:

- i) Exchange faculty members and research scholars;
- ii) Exchange students;
- iii) Develop joint research projects;
- iv) Exchange information and available data.

## 1.1 Exchange of faculty members and research scholars

RIN2 and DST Nano will pursue the exchange of personnel to expand the impact of the Entities as far as they are able to do so. Such activities may include the exchange of faculty, post-doctoral fellows, graduate and undergraduate students and other scientific personnel. RIN2 and DST Nano will stipulate, through a separate written agreement, further details for the exchange of personnel and support each other by assisting with research, accommodation, project and financial details and educational opportunities. There is no obligation on any host entity, Universities or IITK, to provide direct financial assistance to support exchanges of personnel, although each may assist to the extent possible by identifying possible financial resources to support exchange visits.

## 1.2 Co-operation in joint research

RIN2 and DST Nano intend to collaborate in the identification, acquisition and performance of joint research projects, policy, knowledge transfer, or training. Work requirements for any given proposal will be on an individual task effort based on a statement of work agreed upon at the time of submission of a proposal. The Entities and/or Universities and ITK intend to enter into a separate written research contract prior to initiating any collaborative research effort. URI research contracts are handled in the Office of the Vice-President for Research by the Office of Sponsored Research through the Office of Sponsored Projects, and ITK research contracts are handled by the Office of the Dean of Research and Development.

# 1.3 Exchange of information and available data

RIN2 and DST Nano agree to inform each other, to the discretion of the supplying entity, about non-confidential activities of their Entities in the research, policy and programs areas of mutual interest (annual report, research schedule, profiles of activity of the Universities, project information on selected activities).

- 1.4 Any other modes of co-operation can be agreed upon by the Universities and IT K.
- 1.5 This agreement shall not limit Brown, URI or IITK to undertake collaborations, projects, and further activities with other organizations, as each shall deem appropriate.

## 2. RESULTS OF ACTIVITIES AND PUBLICATIONS

- 2.1 The Entitles and/or Universities and IITK intend that the results from their collaborative research activities will be freely published and shared broadly with the academic community
- 2.2 Should any joint work be contemplated that deals with confidential information, a separate nondisclosure agreement will be negotiated between the Universities and ITK before any such work can begin.
- 2.3 Each entity and/or URI, Brown and ITTK represents to the best of its knowledge and belief that it has not made or offered and that it will not make or offer with respect to the

matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (*i.e.* any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organisation).

2.4 Issues related to sharing of Intellectual Property (patents, copyrights, etc.) developed during joint research or exchange programs will be decided jointly by the Universities and ITTK on a case-by-case basis to mutual satisfaction. A separate agreement will be entered into, giving such details.

#### 3. TERM AND TERMINATION

- 3.1 This MOU shall enter into force on the date of signing and shall remain valid for three (3) years (see 3.2).
- 3.2 Each entity and/or Universities and ITTK has the right to terminate this MOU without judicial intervention at any time by giving the other institutions written notice to that effect six (6) months prior to the effective date of termination.

Nothing contained herein shall commit either entity and/or Universities and IITK to perform any specific research development effort whatsoever, but merely indicates their intention to enter into separate written agreements.

- 4. The Universities and IITK hereto shall endeavor to settle all disputes or differences that may arise out of the Agreement or in connection therewith, in an amicable way without any provision for seeking legal recourse.
- Each institution connected to this MOU retains the sole right to the use of its name, logo, and seal ("incicia"). No institution, its employees, representatives, or agents, shall be authorized to use the name, logo, or seal of the other with any program, publication, document, advertisement, or marketing except in accordance with this agreement as it relates to the activities herein. Any such use shall be subject to review and revocation of a use by the institution whose indicia are being used. Each institution shall take all reasonable steps to avoid any communication that might create in a third party any misunderstanding of the relationship of the Universities and IITK. In support of the foregoing, the institutions shall develop reasonable guidelines to permit each to refer accurately to programs conducted pursuant to this Understanding without compromising the express provisions of this paragraph. Each institution shall educate its constituencies, including staff, faculty, board, and agents, etc. on the proper use of the name, logo, and indicia of the other party. An institution shall not have the authority to authorize or allow others affiliated with it to use the name, logo, or indicia of another institution.
- 6. Fach institution shall establish coordinators.

For URI, the coordinator shall be Arijit Bose, Ph.D.

For Brown, the coordinator shall be Robert Hurt, Ph.D.

For ITTK the coordinator shall be Ashutosh Sharma, Ph.D.

- Each institution represents that it has full authority to enter into this MOU and that this MOU has been executed in English.
- The parties hereby affirm that each shall not discriminate against program participants on the bases of race, color, gender, sexual orientation [including gender identity and expression], age [except that all participants must be at least eighteen (18) years of age], religion, national or ethnic origin, disability, or status as a veteran.

IN WITNESS WHEREOF, the Universities and ITTK hereto have each caused this MOU in duplicate to be executed by their duly authorized representatives as of the day and year first set forth above.

University of Rhode Island

Brown University

Indian Institute of Technology Kanpur

Signature:

Peter Alfonso! Ph.D

Vice-President for Research and

Economic Development

Signature:

Clyde Briant, Ph.D

Vice-President for

Research

Signature:

Sanjay G. Dhande, Ph.D.

Director

Donald DeHayes

Provost and Vice-President for

Academic Affairs

Mark Schlissel

Provost

Associato Counsul Office of the General

Brown Way 2, 2011