

## MEMORANDUM OF UNDERSTANDING (MoU)

**THIS MoU**, entered into this 7 day of July, 2017, by and between Purdue University, West Lafayette, Indiana, U.S.A. and Indian Institute of Technology Kharagpur (IIT Kharagpur).

### **WITNESSETH THAT:**

**WHEREAS**, Purdue University and IIT Kharagpur desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

**WHEREAS**, Purdue University and IIT Kharagpur desire to strengthen and expand the mutual contacts between the two universities and more broadly to enhance the technological, social and cultural relations of both countries; and

**WHEREAS**, Purdue University and IIT Kharagpur desire to promote interaction and collaboration between faculty, staff and students of the two institutions through undergraduate and graduate visit and exchange programs and joint academic and research programs; and

**WHEREAS**, the terms and conditions set forth below provide a general framework for the relationship described above and include some specific areas of desired cooperation.

**NOW THEREFORE**, it is mutually agreed as follows:

- I. **Scope of MoU** - This MoU shall commemorate the parties' intent to enter into but not belimited to, the following types of collaboration:
  - A. Short and Long-term Faculty Exchange and Visiting Faculty
  - B. Undergraduate and Graduate Student Exchange
  - C. Collaborative Research and Discovery, Learning and Teaching, and Engagement
  - D. Joint Academic Activities and Events (Workshops, Seminars and Conferences)
  - E. Collaborative Engagement to Secure External Funding from Governmental, Funding Agency, Alumni and Industry Sources
  - F. Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific agreements based on the mutually agreed objectives and outcomes. All such programs must be approved by the competent authorities at both institutions prior to implementation. Dr. Pawan Goyal from the Department of Computer Science and Engineering shall be the Coordinator from IITKGP and Professor Saurabh Bagchi, School of Electrical and



Computer Engineering shall be the Coordinator from Purdue University. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

- II. **Period of MoU** - This MoU shall be effective upon the date of final execution and will remain in force for a period of five years. This MoU may be renewed beyond five years by mutual written MoU. In addition, either university may terminate the MoU by providing notice to the other party in writing.
- III. **Activities Under This MoU** - It is expected that activities taking place under this MoU will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. Faculty and student exchanges will follow the respective institutional guidelines.
- IV. **Planning and Management of Activities** –
  - A. **Coordination and Management:** Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Each Activity Agreement will specify the names of those individuals on each campus responsible for the implementation of the program to which the Activity Agreement relates and set forth all terms and conditions associated with the activity. Either party may change the coordinator for this MOU or any Activity Agreement by delivering written notice to the other party, which notice may be by e-mail.
  - B. **Planning and Structure:** The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that each party may be required to contribute. Therefore, the parties reserve the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure their deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for each party. Purdue University reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or any Activity Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by Purdue University or any trustees of Purdue University).
- V. **Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VI. **Nondiscrimination** - Purdue University and IIT Kharagpur agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic



information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MoU.

- VII. Use of Name/Intellectual Property**–IIT Kharagpur will not use the name of Purdue University, nor of any member of Purdue University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of IIT Kharagpur, or any employee of IIT Kharagpur, in any publicity, advertising, or news release without the prior written approval of IIT Kharagpur. Each party will also adhere to the intellectual property laws of its nation. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institution unless otherwise agreed in the Activity Agreement relating to that exchange program or in another written agreement between the parties. The parties may from time to time enter into non-disclosure agreements related to specific collaboration projects.
- VIII. Modification** – The terms of this MoU may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- X. Non-Binding** – This MoU is non-binding and solely for the purpose of establishing a basis upon which Purdue University and IIT Kharagpur will continue discussions. Either Purdue University or IIT Kharagpur may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this MoU, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the MoU pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.
- XI. Foreign Corrupt Practices Act** - Purdue University and IIT Kharagpur represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining

or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

**IN WITNESS WHEREOF**, Purdue University and IIT Kharagpur have executed this MoU as of the date first above written.

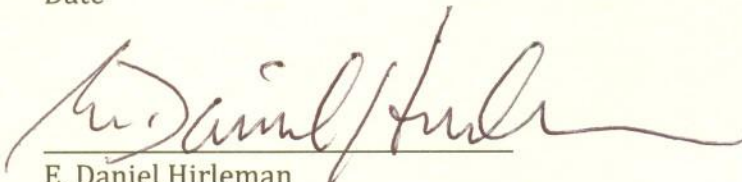
**Signatures for Purdue University**



Anil K. Bajaj  
Head & Professor of Mechanical  
Engineering

July 7, 2017

Date



E. Daniel Hirleman  
Chief Corporate and Global Partnerships  
Officer

July 7, 2017

Date



Ken L. Sandel  
Senior Director, Sponsored Program Services

July 17, 2017

Date

**Signatures for IIT Kharagpur**



S. Mukhopadhyay  
Dean, Alumni Affairs &  
International Relations,  
IIT Kharagpur

July 07, 2017

Date