

## MEMORANDUM OF UNDERSTANDING

### MICROSOFT RESEARCH INDIA PhD FELLOWSHIP PROGRAM

This memorandum of understanding (the "MOU") is entered into this day of JUNE 1, 2006 by and between Microsoft Research Lab India Private Limited, F-40 NDSE Part 1, New Delhi 110 049 India ("Microsoft" or "Microsoft Research India"), and the undersigned institution of higher learning ("University").

University	Indian Institute of Technology Kharagpur
Address of University	Kharagpur, West Bengal, India, PIN - 721302
Name of Microsoft Research India PhD Fellowship Recipient	Animesh Mukherjee
University contact (Section 2.4)	Head, Dept. of Computer Sc. & Engg.
Microsoft Contact (Section 2.4)	MYTHREYEE GANAPATHY

#### 1. Background:

- 1.1. Microsoft has established a program to disburse fellowships for post-graduate study related to computer science and information technology (the "Program").
- 1.2. The basic purpose of the Program is to attract highly qualified students in India to undertake research work leading to a PhD.
- 1.3. University agrees to implement the Program in accordance with the terms and conditions set forth herein.

#### 2. Features of the program:

- 2.1. **The Microsoft Research India PhD Fellowship:** The Microsoft Research India PhD Fellowship Award ("the Award") comprises a sum of money ('the Fellowship') and the manner of utilization of the funds and implementation of the Award, which may be altered from time to time at the discretion of Microsoft. The Award will become operative on the acceptance of the same by University and the proposed Microsoft Research India Fellow. A proposed Microsoft Research India Fellowship awardee, on acceptance of the terms of the Award, will be referred to as a "Microsoft Research India Fellow". The grant of the award or any part thereof is subject to University's and Microsoft Research India Fellow's compliance with the terms set forth herein.
- 2.2. **Duration:** The Award will expire on fulfillment of the purpose for which it was granted or terminate if the Microsoft Research India Fellow does not fulfill the conditions of the Award.
- 2.3. **Research Guide Selection:** The research guide of the Microsoft Research India Fellow will be selected by the University as per rules of the University.

**2.4. Notice of Acceptance:** University will give the prospective Microsoft Research India Fellow notice of his or her selection for the Fellowship immediate upon the execution of this MOU by both Microsoft and the University. The prospective Microsoft Research India Fellow will give notice of acceptance or declination of the Award within 15 days of notification of selection.

**2.5. Interaction between Microsoft and University:** At all times, University and Microsoft will each have a designated point of contact person. The initial contact person is set forth in the beginning of this MOU. To the extent possible, all interaction, resolution of issues, communication and correspondence between Microsoft and University will be done through these designated contact persons. Each party will notify the other in writing in respect of a change in the contact person.

### 3. Utilizing Fellowship Funds

**3.1. Creation and Maintenance of the Account.** Upon acceptance of this MOU by University and acceptance of the Fellowship by the Microsoft Research India Fellow, Microsoft will give University the lump sum of US\$25,000, and University will hold, account for and disburse these funds as set forth below.

3.1.1. The University will disburse the money in accordance with the accounting policies for such fellowships in place at the University.

3.1.2. In the event of the early termination of the Fellowship under Section 3.3 before the disbursement of all funds in the account, Microsoft may require that the remaining amounts in the account be applied for the benefit of University in consultation with Microsoft or refunded to Microsoft.

**3.2. Disbursements to the Microsoft Research India Fellow.** On acceptance of the Fellowship by the proposed Microsoft Research India Fellow, University will release the funds to the Microsoft Research India Fellow as follows:

3.2.1. A fellowship amount of Rs. 19,000 (Rupees nineteen thousand only) will be paid to the Microsoft Research India Fellow every month for 48 months after the acceptance of the fellowship by the Fellow.

3.2.2. The Microsoft Research India Fellow will be entitled to a contingency grant (excluding travel) of Rs. 5,000 (Rs. five thousand only) per year.

3.2.3. The remaining amount of the fellowship will be used exclusively for expenses associated with attending professional conferences and seminars, both in India and abroad, during the Fellowship, such as travel, conference fees, meals, lodging, and a stipend for incidentals. For allocation of endowment funds for travel etc. of the Microsoft Research India Fellow, his expenses will be decided by a competent authority of the University.

**3.3. Termination.** If (a) the guidelines or conditions for the grant of the Microsoft Research India PhD Fellowship Award are not adhered to or (b) the Microsoft Research India

Fellow (i) completes the degree and research project contemplated by the Award before the stipulated time period or (ii) ends his or her study before the completion of the relevant Degree or (iii) does not complete the study undertaken and the degree, if any, pursuant thereto within the time period normally required for the completion of the degree and research project undertaken under the terms of the Award, then support from Microsoft under the Award will cease and the remaining funds shall be handled in accordance with Section 3.1.

**3.4. Status Reports:** University will provide a report accounting for the progress of the Microsoft Research India Fellow, on an annual basis, for the duration of the Award.

#### **4. The work and evaluation of the Microsoft Research India Fellow**

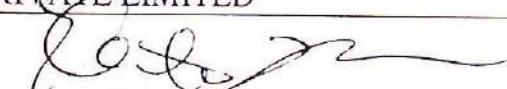
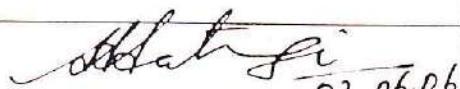
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- 4.4. If requested by the University designated contact, Microsoft may, in its sole discretion, grant the Microsoft Research India Fellow access to certain Microsoft resources. Such access (including its extent and duration) will be on terms and conditions set by Microsoft in its sole discretion.
- 4.5. After the conclusion of the research or work undertaken in pursuance of the Award (i.e., after submission of the thesis), the Microsoft Research India Fellow will make a presentation of the conclusion or results at Microsoft Research India.
- 4.6. University will undertake the responsibility of communicating the terms of the Award to the Microsoft Research India Fellow.

#### **5. Publicity/Public Relations**

- 5.1. University will mention in an appropriate manner the Microsoft Research India PhD Fellowship Award in its brochures, reports, list of scholarships, etc., and will give it suitable visibility and prominence.
- 5.2. Any publications arising out of the work done by the Microsoft Research India Fellow under the Microsoft Research India PhD Fellowship program will state "this work was supported by Microsoft Corporation and Microsoft Research India under the Microsoft Research India PhD Fellowship Award."

## 6. Intellectual Property Rights

- 6.1. All publications derived from research performed in the pursuance of the Microsoft Research India Fellowship Program will be placed in the public domain, without restrictions. This may be done, for example, by using the Creative Commons "Public Domain Dedication", which can be found at the date of this letter at <http://creativecommons.org/licenses/publicdomain/>.
- 6.2. Any software code derived from research performed in the pursuance of the Microsoft Research India Fellowship Program will be made public subject to University rules.

MICROSOFT RESEARCH LAB INDIA PRIVATE LIMITED   (Signature)	UNIVERSITY:   07.06.06 (Signature)
Print Name: KENTARO TOYAMA	Print Name: <b>DEAN</b> <b>Postgraduate Studies &amp; Research</b>
Print Title: Asst. Manager Director	I.I.T. Kharagpur Print Title:

Defn/18431

MSL/23.06.06

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1. Dr. Director  
2. Dean (AAZIR)

Microsoft  
**Research**

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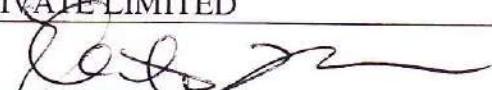
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MICROSOFT RESEARCH LAB INDIA PRIVATE LIMITED  (Signature)	UNIVERSITY:  07-06-06 (Signature)
Print Name: KENTARO TOTAMA	Print Name: <b>DEAN</b> <b>Postgraduate Studies &amp; Research</b> I.I.T, Kharagpur
Print Title: Asst. MANAUNU DIRECTOR	Print Title: