

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF SOUTHAMPTON

AND

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the day of March 2015.

BETWEEN

UNIVERSITY OF SOUTHAMPTON incorporated by Royal Charter of Highfield, Southampton SO17 1BJ, UK (hereinafter referred to as "UoS")

AND

Indian Institute of Technology Kharagpur, Kharagpur, West Bengal, India (hereinafter referred to as "IITKGP")

WHEREAS

- A UoS and IITKGP wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- B UoS and IITKGP wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
AREAS OF COOPERATION**

UoS and IITKGP agree to the following goals and objectives in order to initiate the international partnership programme:

- (a) exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest;
- (b) academic exchanges, including mutual visits of faculty and school members to pursue research and to lecture, and student exchanges on a reciprocal basis;
- (c) identifying opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- (d) identifying opportunities for commercialisation of technology
- (e) organisation and participation of joint academic and scientific activities such as seminars and conferences; and
- (f) explore the possibilities of holding joint academic degree programmes.

The fields of collaboration may cover any area of expertise present in IITKGP and UoS.

The types of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexures to this MoU.

ARTICLE 2 COORDINATION

Ms. Jo L Nesbitt, Director of International Relations, University of Southampton shall be the Coordinator from UoS and Dr Sanjay Gupta, Associate Professor, Department of Mechanical Engineering shall be the Coordinator from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

ARTICLE 3 ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under the MOU, representatives of UoS and IITKGP may meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both UoS and IITKGP must obtain the agreement in writing of their respective finance departments.

The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. UoS and IITKGP acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home University.

Each institution will 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 institute unless otherwise specified. Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

ARTICLE 4 MANAGEMENT COMMITTEE

UoS and IITKGP will appoint representatives to manage and oversee the joint management activities. The representatives of the UoS and IITKGP may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

ARTICLE 5 ADHERENCE TO LAWS

Staff and students of either University involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the host University.

ARTICLE 6 AMENDMENTS

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of UoS and IITKGP.

ARTICLE 7 TERM OF AGREEMENT

This MOU shall commence on the date of its execution by the last to sign of UoS and IITKGP and shall remain in force for a period of five years and may be renewed upon its expiry and with the agreement of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.

Either UoS or IITKGP may cancel the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

ARTICLE 8 LEGAL STATUS

Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

UNIVERSITY OF SOUTHAMPTON



Professor Mark Spearing
Provost & Pro Vice-Chancellor
(International)

Date: 5th March 2015

**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR**



Professor Souvik Bhattacharyya,
Deputy Director

Date: March 05, 2015