



INDIAN INSTITUTE
OF TECHNOLOGY
KHARAGPUR, INDIA

UNIVERSITY OF
WOLLONGONG
AUSTRALIA



MEMORANDUM OF UNDERSTANDING

between the

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR,
INDIA**

and

**UNIVERSITY OF WOLLONGONG,
AUSTRALIA**

April 2014

PARTIES

1. UNIVERSITY OF WOLLONGONG, of Northfields Avenue, Wollongong, NSW 2522, AUSTRALIA (UOW)
2. INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, West Midnapur, West Bengal – 721 302, INDIA (IITKGP)

(the 'Parties')

PURPOSE

UOW and the IITKGP are linked by common academic interests. Together they seek to develop and expand academic collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) reflect a spirit of cooperation and reciprocity intended to be of mutual benefit to both parties and contribute to an enduring institutional linkage between the Parties.

OBJECTIVES, SCOPE AND MAJOR ACTIVITIES

The following forms of collaboration, among others, will be explored:

- Academic visits incorporating short term visits of Scholars (staff and students) for research;
- Joint research projects and joint supervision of research students in specific areas of mutual interest;
- Joint development of international research centres of excellence in collaboration with government and industry both in India and Australia;
- Exchange of information including, but not limited to, research publications of faculty members;
- Joint conferences, seminars, workshops, academic meetings, and other activities in areas of mutual interest;
- Study abroad and student exchange programs at the undergraduate and postgraduate level including participation at student events and activities

IMPLEMENTATION AND FUNDING

The purpose of this MOU is to express the intentions of the parties, and is not intended to be legally binding. This MOU imposes no financial obligations on either Party. Both Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

The terms of cooperation for each specific activity contemplated under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that

activity. Any such activities agreed upon will be recorded and governed by a separate agreement executed by both parties and may be attached to this MOU in the form of an Appendix. Each Party shall designate a liaison officer to develop and coordinate the specific activities agreed upon.

DURATION AND OPTION TO AMEND, EXTEND OR TERMINATE

This MOU will remain in effect for five (5) years from the signature date below subject to annual review. It may be renewed by the Parties for a further five (5) years if agreed upon by both in writing.

Either Party may terminate this MOU by giving the other Party six (6) months' written notice, unless an earlier termination is mutually agreed upon in writing by both parties.

Any amendments or variations to this MOU will be made by obtaining the consent of both Parties, incorporated in a written instrument, signed and dated by both Parties.

GENERAL TERMS

Each Party shall not use the name, marks, or logos of the other Party or its affiliates, explicitly or by implication, without the prior written approval of the other Party. Approval by a Party for the use of its name, mark or logo does not confer upon the other any other rights, goodwill or other proprietary interest in the first-mentioned Party's name, mark or logo and the use of such, name, mark or, logo must comply with the first-mentioned's rules and regulations and policies.

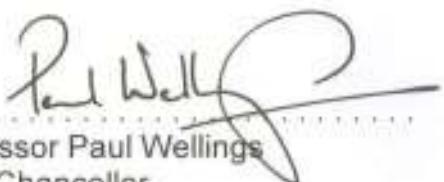
Each Party shall keep confidential any information that it receives from the other Party which is marked confidential or which a Party notifies the other Party as confidential. The obligation of confidentiality herein shall survive the termination of this MOU and shall remain binding on the Parties.

Issues related to Intellectual Property Rights (IPR) shall be settled according to mutually agreed norms of the Parties.

Each Party shall be responsible for its own costs and expenses incurred or incidental to the preparation and execution of this MOU and any agreements executed pursuant to this MOU. Each Party shall further bear its own costs, expenses, risks and liabilities incurred as a result of any actions taken or obligations assumed directly under this MOU. Neither Party shall have any right to any reimbursement, payment or compensation of any kind whatsoever from the other Party for any cost or expense which may be incurred or sustained directly arising under this MOU.

SIGNATURES

This Memorandum of Understanding will become effective upon signing by representatives of both Parties.



Professor Paul Wellings
Vice-Chancellor

University of Wollongong

Date : April 24, 2014



Professor Partha Pratim Chakrabarti
Director

Indian Institute of Technology
Kharagpur

Date : April 24, 2014



APPENDIX TO MEMORANDUM OF UNDERSTANDING

between the

**University of Wollongong,
Australia**

and

**Indian Institute of Technology Kharagpur,
India**

OCTOBER 2014

PARTIES

1. **UNIVERSITY OF WOLLONGONG**, of Northfields Avenue, Wollongong, NSW 2522, AUSTRALIA (UOW)
2. **INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**, of Kharagpur, WB 721302, INDIA (IITKGP)

PURPOSE

The purpose of this Appendix to the MOU of April 2014 is to foster academic cooperation between IITKGP, India and UOW, Australia by means of the co-supervision of PhD students of both institutions, aiming at the preparation of the PhD thesis/dissertation leading to Joint PhD degrees, which shall occur under joint responsibility of both institutions, according to the terms and conditions hereby established.

GOALS AND FORMS OF COOPERATION

- 2.1 Students from the PhD program at IITKGP or at UOW are required to have co-supervision to prepare a PhD thesis/dissertation aiming at Joint degree, provided that they are regularly enrolled in one of these two institutions. To receive the Joint PhD degree, the student must satisfy degree requirements of both institutions. At IITKGP, the UOW student will be accepted to the PhD degree program and enrolled as a degree-seeking student, completing all formalities as full-time students. At UOW, the IITKGP student will be accepted to the UOW PhD degree program and enrolled as a degree-seeking student, completing all formalities as full-time students. Students must satisfy the entry requirements of each Party.
- 2.2 A student shall be nominated by the institution in which he/she is originally enrolled through a student-specific Co-Supervision Agreement for Joint PhD Degree. This agreement shall be assessed and approved by the appropriate authority within each institution involved in the Agreement.
- 2.3 Each student shall follow a joint program agreed upon by both institutions as well as by their corresponding co-supervisors, who agree to fulfil their responsibilities as PhD advisors of the student. At both institutions, the student may earn academic credits for the PhD degree. The terms of this agreement permit appropriate academic credit earned at IIT KGP to be accepted as UOW credit and vice versa towards the degree requirement.
- 2.4 A research advisory committee will be constituted to recommend the courses to be taken by the student, draw a plan of visit by the student in each institute, monitor the progress of the research, recommend the name of the members of the examination jury and recommend the appropriate authorities of both the institute for the award of the degree after receiving successful completion report from examination jury. This committee comprises thesis co-supervisors and additional two members, one from each institute.
- 2.5 The period of preparation of the PhD thesis/dissertation shall be shared between the two institutions involved in the co-supervision, in alternate periods in each country. The student enrolled in the Joint PhD program should spend minimum one year each in both the home and partner Institute/University.
- 2.6 The procedures for co-supervision of PhD students aiming at Joint PhD degree shall abide by relevant rules and regulations in both institutions. However, appropriate flexibility in the rules will be given to students at both institutions under this special agreement in meeting requirements.

2.7 The student visiting the partner institution shall be considered an exchange student who is seeking a degree, and shall have all rights equal to a regular student. Each institution will provide visa related documents and assistance to enable the student access to studies in the host country.

2.8 The thesis/dissertation shall be written in English.

2.9 The thesis/dissertation shall be presented only once, in the institution in which the student is originally enrolled, abiding by the graduate rules and regulations of that institution. The dissertation advisor of the partner Institution will participate in the defence, either physically or by synchronous electronic technology. To receive Joint PhD degrees, the student must satisfy the research advisory committee that the thesis/dissertation is appropriate for the award of the degree and make revisions until it is approved.

2.10 The thesis/dissertation examination committee shall be appointed with the agreement of both institutions, and shall be composed by members of both countries, according the rules and regulations of the institution in which the thesis/dissertation presentation/defence occurs.

2.11 Faculty who are actively involved in this program will be presented by their home institution for election to faculty status or membership in the partnering institution, so as to ensure such privileges as chairing or being members of dissertation committees, participating in research, and approving their course to receive credit-as required by the academic procedures and requirements of each institution.

2.12 The Joint PhD degree certificate will be only one certificate with the logos of both IIT Kharagpur and University of Wollongong. The certificate will be conferred by the home institution of the student.

FINANCIAL SUPPORT

3.1 It is assumed that research support will be provided by the home institution to its students or that other appropriate arrangements will be made to enable the student to participate financially.

3.2 The student of a Joint PhD program utilizes the "pay at home" model, in which, during the period of residence in the partner institution, he pays for academic charges as if they were incurred at the home institution and receives a waiver of academic charges at the partner institution.

COORDINATION OF THE AGREEMENT

4.1 To ensure the technical-administrative coordination of this Agreement, IITKGP hereby appoints Dean, Postgraduate Studies and Research at IIT Kharagpur and UOW hereby appoints the Dean of Research at the University of Wollongong (together "The Coordinators").

4.2 It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

INTELLECTUAL PROPERTY

5.1 "Intellectual Property" means statutory and proprietary rights in respect of copyright, inventions, patents, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, scientific discoveries, knowledge, know-how or expertise and all other intellectual and industrial property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, 1967, and any improvements thereto.

5.2 The use, ownership and licensing of any Intellectual Property created by UOW faculty, staff and/or students while at a UOW or IITKGP facility, shall be governed by the Intellectual Property Policy of UOW, as such Policy may be amended from time to time. The use, ownership and licensing of any Intellectual Property created by IITKGP faculty, staff and/or students while at a IITKGP or UOW facility, shall be governed by the Intellectual Property Policy of IITKGP and of India, as such Policy may be amended from time to time. In cases where Intellectual Property is jointly created by both UOW and IITKGP staff, at whatever location, the ownership of such Intellectual Property shall be proportionate to each Party's specific contribution, unless otherwise agreed in writing by a duly authorised representative of each Party.

5.3 Third Party Collaboration. To the extent that Intellectual Property is created in collaboration with third parties who are unaffiliated with UOW or IITKGP, the Parties shall negotiate fair and reasonable terms for the use, ownership and licensing of such Intellectual Property.

TERM OF MOU

6.1 This MOU shall become effective for a period of five years, as from the date it is executed by the representatives of both Parties.

6.2 Any modification concerning the Agreement in force may only be made by mutual consent in the form of an Amendment duly agreed to between the signatory parties.

6.3 This Agreement will be renewed automatically unless either or both parties express in writing their intention to withdraw from the cooperation, subject to 6 months' notice.

6.4 Upon the completion of this term, the MOU may be reedited, upon the assent of both institutions, and such renewal shall take the form of a new MOU. Any changes herein shall be implemented.

TERMINATION

Either party may terminate this Agreement at any time by giving 6 months' notice in writing to the other party, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, the parties shall continue to fulfil their obligations hereunder until all co-supervised PhD students who have commenced the program may complete their thesis work and defend for the degree. Therefore, the termination of this Memorandum of Understanding would not affect the student-specific Co-Supervision Agreement for the Joint PhD degree already signed.

SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under this MOU, the parties shall exert their best efforts to arrive at a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party neutral person, to act as mediator.

IMPLEMENTATION AND FUNDING

The purpose of this MOU is to express the intentions of the parties, and is not intended to be legally binding. This MOU imposes no financial obligations on either Party. Both Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

GENERAL TERMS

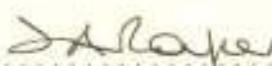
Each Party shall not use the name, marks, or logos of the other Party or its affiliates, explicitly or by implication, nor make any public announcement or statement or publish or release any information in relation to this MOU or any proposed activity or proposed collaboration hereunder without the prior written approval of the other Party. Approval by a Party for the use of its name, mark or logo does not confer upon the other any other rights, goodwill or other proprietary interest in the first-mentioned Party's name, mark or logo and the use of such, name, mark or, logo must comply with the first-mentioned's rules and regulations and policies.

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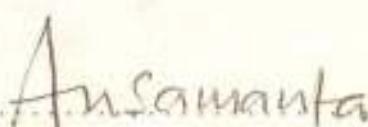
SIGNATURES

This Appendix to the Memorandum of Understanding will become effective upon signing by representatives of both Parties.



Professor Judy Raper
Deputy Vice-Chancellor (Research)
University of Wollongong, Australia

Date : 8/10/14



Professor Amar Nath Samanta
Dean, Postgraduate Studies and Research
Indian Institute of Technology Kharagpur

Date : 08/10/2014