

MEMORANDUM OF UNDERSTANDING (MOU)¹
BETWEEN
UNIVERSITÀ CATTOLICA DEL SACRO CUORE (Italy)
AND
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (India)

The Università Cattolica del Sacro Cuore, with registered office in Largo Gemelli 1, Milan, Italy, (hereinafter UCSC) represented by the Chancellor, Professor Franco Anelli

AND

the Indian Institute of Technology Kharagpur, with registered office in Kharagpur, West Midnapur, WB -721302 India (hereinafter "IIT Kharagpur"), represented by the Director, Prof. Partha Pratim Chakrabarti,

(hereinafter jointly called the "Institutions"),

HEREBY AGREE AND STIPULATE THE FOLLOWING:

Article 1

This MOU has the purpose of facilitating all the exchanges and the cooperation initiatives embarked upon by the two Institutions within the scope of teaching and research, through the implementation of special types of cooperation, such as:

- Exchange of researchers
- Exchange of professors
- Exchange of students
- Exchange of administrative personnel
- Exchange of academic and didactic materials
- Joint research activities
- Technical and/or training assistance

Article 2

The Institutions shall define the contents, the academic disciplines, the methods and the economic aspects envisaged by the cooperation by way of the specific implementation agreements pursuant to this MOU, which shall be stipulated by the representatives of the respective Institutions.

¹Memorandum d'intesa (MDI) in the Italian version



Article 3

The Institutions shall jointly ascertain the possibility of obtaining financing for implementing the activities mentioned in Article 2, above.

Article 4

This MOU becomes effective on the date on which the last of the signatures is affixed and has a duration of 5 years and may be renewed every 5 years, unless one of the Institutions terminates the Agreement by giving at least six (6) months notice.

In any event, the Institutions shall ascertain that the results achieved correspond to the preset goals determined on each renewal date.

Article 5

This MOU has been drafted in two original copies, in Italian and in English, each of which conforms faithfully to the other.

Data: May 29, 2015

Prof. Partha Pratim Chakrabarti, Director

INDIAN INSTITUTE OF
TECHNOLOGY KHARAGPUR

Data: 08 LUG 2015

Prof. Franco Anelli, Rector



VISTO
Il Direttore Amministrativo
(Prof. Marco Elefanti)

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

The Università Cattolica del Sacro Cuore (hereinafter "UCSC") represented by Edilio Mazzoleni, Director Cooperation, Mobility and Internationalization

AND

The Indian Institute of Technology Kharagpur, (hereinafter "IIT Kharagpur"), represented by the Prof. Siddhartha Mukhopadhyay, Dean, Alumni Affairs and International Relations, hereinafter jointly called the "Institutions",

WHEREBY

the Institutions have stipulated a Memorandum of Understanding with the purpose of facilitating all the exchanges and the cooperation initiatives embarked upon by the two Institutions within the scope of teaching and research, and the development of common academic programs (MOU), we subscribe the following:

Article 1

The scope of work shall include:

- Ultrafast Optical Sources
- Ultrafast Methods & Measurement Techniques
- Condensed Matter Physics
- Photonics
- Chemistry and Biophysics
- Attoscience

Article 2

Intellectual Property Rights

In this clause,

'Arising Intellectual Property' shall mean any intellectual property which is generated or first reduced to practice by either Party directly as a result of the Project;

'Background Intellectual Property' shall mean any intellectual property excluding 'Arising Intellectual Property' owned or controlled by either Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project; and

'Project' shall mean the collaborative work envisaged by the Agreement.

All Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. Any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from the Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.

Each Party grants the other a royalty-free, non-exclusive, non-sub-licensable license for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project.

All arising Intellectual Property (IP), which is developed or generated under this agreement, will be joint property.

Arbitration Applicable law and jurisdiction

Any disagreement/difference of opinion/dispute between the parties regarding the interpretation of the provisions of the MOU or otherwise arising from this MOU and the activities undertaken under the Memorandum of Understanding shall be resolved by mutual discussion and consultation by the parties. For any dispute unresolved for period of 6 (six) months shall be referred to Arbitration using the UNCITRAL rules of Arbitration. The venue of Arbitration shall be in the defendant's jurisdiction.

Article 3

The academic coordinators of this cooperation are:

(i) Dr. Francesco Banfi, Assistant Professor
Interdisciplinary Laboratories for Advanced Materials Physics (I-LAMP) &
Dipartimento Matematica e Fisica "N. Tartaglia"
Università Cattolica del Sacro Cuore
via Musei 41, I-25121, Brescia, Italy

(ii) Dr. P K Datta
Professor
Department of Physics
Indian Institute of Technology Kharagpur
Kharagpur - 721 302
India

This Addendum has been drafted in two original copies, in Italian and in English, each of which conforms faithfully to the other.

Date: May 27, 2015


Prof. Siddhartha Mukhopadhyay, Dean, Alumni Affairs and International Relations

Date: 15 LUG. 2015


Edilio Mazzoleni, Director Cooperation, Mobility and Internationalization



INDIAN INSTITUTE OF
TECHNOLOGY KHARAGPUR

UNIVERSITÀ CATTOLICA DEL
SACRO CUORE

(2)

