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## **MEMORANDUM OF UNDERSTANDING**

*for*

### **INSTITUTIONAL COLLABORATION**

*between*

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),**

*and*

**TEXAS TECH UNIVERSITY, LUBBOCK (TTU)**

#### **Preamble**

*Indian Institute of Technology Kharagpur (IITKGP)* is a reputed institution of higher learning situated at Kharagpur, India, 721302.

*Texas Tech University (TTU)* is a public research university in Lubbock, Texas. Established on February 10, 1923, and originally known as Texas Technological College, it is the flagship institution of the four-institution Texas Tech University System.

IITKGP and TTU have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, carry out joint academic and research programmes, and joint supervision of doctoral and masters students on a reciprocal basis. The relationship also aims at enhancing the technological, social and cultural relations of both countries. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

#### **Coordination**

*Ambassador Tibor P. Nagy, Jr.*, Vice Provost for the Office of International Affairs or his designee shall be the Coordinator from TTU and *Dr. Somsubhra Chakraborty*, Assistant Professor, Department of Agriculture and Food 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.

#### **Scope of Cooperation**

The following areas of cooperation have been identified under this agreement.



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- (i) **Faculty exchange programme:** The two parties will explore opportunities for interaction among members of faculty as well as creating Visiting Faculty positions. The total duration of visits from each side is expected to be approximately equal. Each such visit shall require approval of the respective institutions. The host institute will provide documents to guide the other party's participating Individuals on how to apply for a visa.
- (ii) **Student exchange programme:** The two parties agree to participate in student exchange programme at the respective institutions. Visits under such programmes may be for a short duration, such as summer/winter terms or short courses, or for a longer duration not exceeding two semesters. However, for visits exceeding two semesters separate approvals will be needed. A detailed proposal document on this (including credit transfer issues) has to be approved by the highest academic bodies of the two institutions before implementation. The host institution will provide documents to guide the other party's participating individuals on how to apply for a visa.
- (iii) **Joint research projects:** The two parties will explore opportunities of undertaking joint research projects and may seek research funding from external funding agencies. Each such research proposal shall require approval of the respective institutions.
- (iv) **Coordinated graduate degree programme:** Joint Ph.D/Masters programmes may be explored and formulated, possibly in association with other reputed academic, research or industrial organizations. A detailed document related to such programmes will be required and approved by the competent authorities of both the institutions, before implementation.

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

### **Intellectual Property**

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 specified. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programmes. This joint ownership also entitles each party to explore commercialization. However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement.

Furthermore, if one institution receives any information from the other institution under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received, except to the extent the institution is subject to a legal requirement to disclose any or all of the information.

### **Financing**

The two institutions will consider allocating seed money to initiate this partnership, although neither is obligated. In addition, they will also endeavor to approach their own governments,





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international funding agencies and/or industries. Special attention will be given to obtain funded projects from industry as well as from alumni to support such collaborations.

Both institutes will provide tuition fee waivers to the exchange students. The host institute will help make arrangements and/or provide information for local living including accommodation, food, local travel, insurance etc. at reasonable costs to exchange students and faculty. Travel costs shall be borne by the visitor. However, various external funding sources may be explored either independently or jointly.

### **General**

- A. Neither institute will use the other institution's name, marks, or logos, or any name that is likely to suggest that it is related to the other institute in any advertising, promotion or sales literature without first obtaining prior written consent of the other institution.
- B. Governing law:
  - a. The parties acknowledge TTU is governed by Texas law.
  - b. The parties acknowledge IITKGP is governed by Indian national law.
- C. The signatories to this agreement warrant and represent that at the time of execution of this Agreement he or she has the full authority to execute this agreement for the party on whose behalf he or she is signing.

### **Legal Status**

This document is a statement of intent to foster genuine and mutually beneficial cooperation only and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

### **Validity**

This agreement is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent. In case one partner wishes to terminate the MoU, intimation will have to be sent at least three months in advance. However, specific commitments made prior to such intimation shall be honoured by both the partners to the extent possible.

### **Assignment**

This MoU may not be assigned by either party without the prior written consent of the other party.



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### Force Majeure

If the performance of obligations under this MoU are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party's obligations to the other under this MoU shall be excused and neither party shall have any liability to the other under or in connection with those terms.

The MoU has been drafted in English and the English version is the official version.

In witness thereof, the parties hereto have caused this MoU to be duly executed by its authorized officers as of the dates indicated below.

**For Texas Tech University**

**For Indian Institute of Technology Kharagpur**

**Dr. Michael Galyean,**  
Provost and Senior Vice President

Date : 9/28/17  
Month/Day/Year

**Prof. Partha Pratim Chakrabarti**  
Director

Date : Aug 31, 2017  
Month/Day/Year

**Amb. Tibor Nagy,**  
Vice Provost for International Affairs

Date : Sept. 27, 2017  
Month/Day/Year

**Prof. Siddhartha Mukhopadhyay**  
Dean, Alumni Affairs & International Relations

Date : Sept 04, 2017  
Month/Day/Year



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## CONTACT INFORMATION

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