

Technical University of Munich | Arcisstr. 21 | 80333 Munich

Prof. Pallab Dasgupta
Dean (SRIC)
Indian Institute of Technology, Kharagpur
721302
INDIA

Munich, 11 April 2018

Extension of Agreement of Partnership between IITKGP & TUM

Dear Prof. Dasgupta,

Enclosed please find your copy of the Agreement of Partnership between IITKGP & TUM, which has been signed by our Senior Vice President. Could you kindly let me know once the agreement has arrived safely with you?

TUM is very much looking forward to our future collaboration. Should you have any queries, please feel free to contact me at any time.

Best regards,



Dorothea Broednow



Memorandum of Understanding

between

Indian Institute of Technology Kharagpur (IITKGP), India

and

Technical University of Munich (TUM), Germany

PREAMBLE

The Indian Institute of Technology Kharagpur (IITKGP) and the Technical University of Munich (TUM) has had a fruitful Academic Partnership Agreement which has expired in April 2017. TUM and IITKGP are mutually interested, in intensifying and broadening their academic relationship and co-operation as well as their collaboration in academic and research-related activities.

The two institutions have discussed the furtherance of these interests and now record their mutual understanding in this Memorandum of Understanding as follows:

I. STUDENT EXCHANGE

- 1.1. At TUM, the responsible contact partner is the Director, TUM International Center.
- 1.2. At IITKGP, the responsible contact partner is Professor Pallab Dasgupta, Department of Computer Science and Engineering.
- 1.3. IITKGP and TUM will accept students upon the recommendation of their respective International Office/Centers.
- 1.4. IITKGP will admit students of TUM to any academic program, subject to the satisfaction of the existing criteria for admission and approval of appropriate authorities.
- 1.5. TUM will admit students of IITKGP to any academic program, subject to the approval of the relevant department head or faculty dean.
- 1.6. An exchange student will typically be accepted for a maximum duration of one academic year. Exceptions may be made under special circumstances with mutual agreement.
- 1.7. IITKGP and TUM agree to acceptance of credits earned at the other university following detailed credit exchange guidelines to be formulated and mutually accepted.
- 1.8. One (1) student enrolling for one (1) semester shall be considered as equivalent to one (1) unit of exchange. One (1) student enrolling for two (2) semesters shall be considered as equivalent to two (2) units of exchange. Each academic year, IITKGP and TUM agree to accept up to four [4] units of exchange from the other university. The number may be changed by mutual consent of the two parties. Efforts will be made to maintain a well-balanced exchange within the term of this agreement.
2. The home university will select students to take part in the exchange program. The students will be selected on the basis of academic merit and/or professional qualifications without regard to race, color, religion, national origin, sex, sexual orientation, age or disability. However, the final decision about accepting students will be made by the host institution. Criteria and guidelines for acceptance shall be formulated and accepted mutually.
3. The home university is responsible for the testing of the exchange students' foreign language skills and ensuring that these meet the admission requirements of the receiving institution.

4. The exchange students will remain enrolled at their home university or will be granted a sabbatical term. The students accepted will be enrolled at the receiving university as full-time non-degree students.
5. No tuition fees will be charged by the receiving university. Obligatory administrative fees will be charged.
6. All associated costs, including travel costs, living expenses and the costs of medical insurance will be borne by the exchange student. Both partner universities will, however, consider supporting the exchange students from available sources of financial support to cover at least some of the students' costs.
7. The universities cannot guarantee the provision of suitable accommodation for the student, but the receiving university will assist the students in their search for accommodation.

II. EXCHANGE OF ACADEMIC AND ADMINISTRATIVE STAFF

The partners agree to engage, participate and collaborate in respect of the following academic and research related activities:

1. The presentation of lectures by academic staff from the partner university and the direct exchange of ideas between colleagues, working on special research areas.
2. Participation in scientific conferences and events organized by the partner university.
3. Scientific work on joint research projects.
4. Exchange of administrative staff from the partner universities for purposes of further training, increasing international experience and learning best practices in administration.

They agree further as follows:

1. Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.
2. In order that necessary arrangements can be made in a timely manner, special provisions or obligations relating to visits by academic members of staff may be agreed to before the beginning of the visit.
3. The home university will continue to pay the salary of members of staff during their stay abroad. The receiving university will make no salary payments to the visiting member of staff. Both partners will make efforts to compensate members of staff, to the extent possible, for any extra expenditure which they may incur.
4. The home university or the member of staff personally will be responsible for any travel and other associated expenses towards living, accommodation, insurance etc.

III. ORGANISATION AND ADMINISTRATION

1. Both parties to this MoU will consult one another whenever they feel it necessary and will meet to discuss possible development of the program and to appraise its success as appropriate.
2. Unless otherwise stipulated in an individual joint research agreement, all intellectual property developed solely by employees of one party shall be the property of that party. Intellectual property jointly developed by TUM and IITKGP shall be joint property. Intellectual property rights of third parties (e. g. students) remain unaffected. Each party may use jointly owned property, except for results capable of intellectual property protection, for their own purposes in research and teaching. TUM and IITKGP agree to collaborate towards the protection, if appropriate, and application of joint intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties. Terms and conditions related to intellectual property generated out of specific and major collaborative programmes shall be decided before the beginning of such programmes.
3. Neither IITKGP nor TUM will be responsible or held liable for the actions of the other party for any activity under this agreement. Furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this agreement relates.
4. This agreement comes into immediate effect from the date on which it is signed by both parties. It will remain valid for a period of five years from the date of signing and may be extended upon application by the above mentioned official representatives (see I.1.1 and I.1.2.).
5. Changes to this agreement can only be made with the written consent of both partner universities.
6. This agreement may be terminated, with a six months' period of notice, by either party. In such cases the commitments made to staff and students already participating in the program must be honoured.
7. This agreement places no financial or legal obligations on either of the partner universities.

Indian Institute of Technology
Kharagpur

Prof. Partha Pratim Chakrabarti
Director
Kharagpur, India
Date : March 22, 2018

Director
Indian Institute of Technology Kharagpur
Kharagpur - 721302, India

Technical University of Munich

Prof. Juliane Winkelmann
Senior Vice President
Date: 11.04.2018