



Memorandum of Understanding

The University of Newcastle

and

Indian Institute of Technology Kharagpur

NEWCASTLE | **CENTRAL COAST** | **PORT MACQUARIE** | **SINGAPORE**

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Details

University	<p>The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308, Australia</p>
Indian Institute of Technology Kharagpur	<p>Indian Institute of Technology Kharagpur Of Kharagpur, West Bengal, India, 721302</p>
Commencement Date	16 April 2018
Completion Date	31 December 2023
Objectives	<p>To facilitate and promote cooperation between the University and Indian Institute of Technology Kharagpur by investigating opportunities to:</p> <ol style="list-style-type: none"> 1. Promote interaction and collaboration between academic staff, professional staff and students of the two parties through visits and exchange programs, 2. Develop joint academic and research programs, 3. Jointly supervise doctoral and masters students, 4. Promote the exchange of academic staff and students on a reciprocal basis, 5. Organise joint events including conferences, seminars, courses, etc., 6. Explore joint funding opportunities through collaborative research proposals, and 7. Enhance the technological, social and cultural relations of both countries/states/regions.
University Responsibilities	<p>The University will liaise with the Indian Institute of Technology Kharagpur to discuss opportunities for formalising arrangements between the University and the Indian Institute of Technology Kharagpur in relation to:</p> <ol style="list-style-type: none"> 1. Cross-institutional collaboration in education and research, 2. Research and exchange of academic papers, 3. Student, academic and administrative exchange, 4. Exchange of academic publication materials, and 5. Other activities agreed upon in writing by both parties.

Execution

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:

Signature of authorised person

Name of authorised person

Date:

Executed by an authorised person of **Indian Institute of Technology Kharagpur** in the presence of:

Signature of authorised person

Name of authorised person

Date:

18/04/2018

Signature of witness

Name of witness

SUBHASISH MITRA

Signature of witness

Name of witness

BAIDURYA BHATTACHARYA

ELIJAH FROST

Indian Institute of Technology Kharagpur Responsibilities	<p>Indian Institute of Technology Kharagpur will liaise with the University to discuss opportunities for formalising arrangements between the University and Indian Institute of Technology Kharagpur in relation to:</p> <ol style="list-style-type: none"> 1. Cross-institutional collaboration in education and research, 2. Research and exchange of academic papers, 3. Student, academic and administrative exchange, 4. Exchange of academic publication materials, and 5. Other activities agreed upon in writing by both parties.
University Representative	<p>Professor Geoff Evans University Drive, Callaghan New South Wales 2308 Telephone: +61 2 4033 9068 Facsimile: n/a Email: geoffrey.evans@newcastle.edu.au</p>
Indian Institute of Technology, Kharagpur Representative	<p>Professor Gargi Das and Dr Arnab Atta Department of Chemical Engineering Telephone: +91-3222-283952 and 09933967214 and +91 3222-283910) Facsimile: +91 3222-282250 Email: gargi@che.iitkgp.ernet.in and arnab@che.iitkgp.ernet.in</p>
Special conditions	<p>1. New Clauses under 5.1: Intellectual Property</p> <p>(d) Each party will adhere to the intellectual laws of its nation.</p> <p>(e) Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host party unless otherwise specified.</p> <p>(f) Each party will jointly own the results of clearly defined collaborative projects and exchange programs, and this joint ownership also entitles each party to explore commercialization.</p> <p>(g) The transfer of any jointly developed technology and associated sharing of revenue will be governed by a separate agreement.</p> <p>(h) In the event that one party receives any information from the other party under a nondisclosure agreement, all necessary and reasonable care will be taken to protect the intellectual property received.</p> <p>(i) To fulfil the Objectives of this Memorandum of Understanding the parties may execute subsequent agreements in relation to specific projects.</p>

1. Operation of this Memorandum of Understanding

1.1 Term

This Memorandum of Understanding comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

1.2 Not binding

The parties agree that this Memorandum of Understanding only expresses the intention of the parties, and is not binding and does not create any legally enforceable obligations between the parties.

1.3 Special conditions

If the Details of this Memorandum of Understanding set out any special conditions, those conditions are incorporated into and form terms of this Memorandum of Understanding.

2. Roles and Responsibilities

2.1 Objectives

- (a) The parties agree to work together to achieve the Objectives by performing their respective responsibilities set out in the Details.
- (b) The parties will be open, honest, cooperative and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

2.2 Risk

- (a) The parties agree to work together to monitor and report on any risks that arise in relation to Indian Institute of Technology Kharagpur Responsibilities, the University Responsibilities and the Objectives.
- (b) Each party is responsible for managing its own risks in relation to the matters arising under this Memorandum of Understanding, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this Memorandum of Understanding.

3. Communication and Cooperation

3.1 Communication

The parties agree to regularly liaise with each other about the performance of the Objectives.

3.2 Sharing of information

- (a) The parties agree to share information as reasonably required to achieve the Objectives.
- (b) The parties agree to keep all information in relation to this Memorandum of Understanding confidential.

3.3 Resolving Conflicts

The parties agree to attempt to resolve all issues and disputes amicably and to seek mediation where appropriate before seeking to terminate in accordance with clause 5.2.

4. Expenses

- (a) A party may not commit the other to any cost, expense or obligation without the written consent of that party.
- (b) Each party will be responsible for any cost, expense or obligation necessary to their achievement of the Objectives.

5. Other Matters

5.1 Intellectual Property

- (a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this Memorandum of Understanding.
- (b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
- (c) This Memorandum of Understanding does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

5.2 Termination

- (a) Either party may terminate this Memorandum of Understanding by giving the other party 90 days written notice.
- (b) In the event that this Memorandum of Understanding is terminated under this clause, any ongoing activities and obligations will be honoured until the conclusion of those activities and obligations.

6. Definitions

Intellectual Property means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

Law means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.

Materials means any tangible or intangible thing provided by one party to the other in relation to this Memorandum of Understanding which contains a party's Intellectual Property or confidential information.