

MEMORANDUM OF UNDERSTANDING BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
AND
THE UNIVERSITY OF BRADFORD, WEST YORKSHIRE, UK

Preamble

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

The University of Bradford (UoB) is an institute of higher education created by Royal Charter (RC000647) situated at Richmond Road, Bradford, West Yorkshire, BD7 1DP, United Kingdom

Purpose & Scope

The purpose of this MEMORANDUM is to provide a basis on which future formal agreements may be drawn up between the two parties to regulate the academic, financial, administrative, practical and other arrangements to strengthen collaboration. IITKGP and UoB have agreed to discuss potential institutional collaboration in education and research across different disciplines.

Background

Subject to contract, the primary objective is to promote potential interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, possible collaboration in joint academic and research programmes, and possible joint supervision of doctoral and masters students on a reciprocal basis. The relationship also aims to enhance the technological, social and cultural relations of both countries/states/regions. This document presents a general framework of intention for such a relationship. It also includes some specifically identified areas of potential cooperation, which may be updated from time to time.

Coordination

Professor Stephen Rimmer, Professor and Head, School of Chemistry and Biosciences and Dr. Sanjit Nayak (Lecturer in Chemistry) of School of Chemistry and Biosciences shall be the Coordinators from University of Bradford and Professor Nikhil Singha, Professor of Rubber Technology Centre and Dr. Partha Pratim Jana, Assistant Professor of Department of Chemistry be the Coordinators from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Aims

The following areas of cooperation have been identified under this Memorandum with implementation of collaborative programmes to be determined through mutually-agreed

future written agreements being in place after consideration and approval by the appropriate and competent authorities of both parties prior to any project commencement

- (i) Faculty exchange programme: The two parties agree to 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. The recent initiative by Govt. of India about visiting overseas faculties will be also explored.
- (ii) Student exchange programme: The two parties agree to explore opportunities in student exchange programmes 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, it is agreed that visits exceeding two semesters not form part of these discussions.
- (iii) Collaborative research projects: The two parties will explore opportunities of undertaking collaborative research projects and may seek research funding from external funding agencies and/ or industrial partners.
- (iv) Joint academic activities and events: IITKGP and UoB may formulate collaborative academic activities such as short course, seminars, workshops or conferences based on mutual interests and subject to availability of external funding. They may also share and carry out collaborative research in technology for distance and computer-based learning. However, every activity shall be governed by a separate agreement.

These prospective areas of cooperation may be revised by mutual written consent.

Implementation & Intellectual Property

Initial discussion will lead to identification of any mutually beneficial and suitable projects and potential sources of funding. Subject to these requirements being met, project plan, costing and funding would need to be securely in place before implementation. Any intellectual property that might be created or acquired in the course of carrying out such projects and the related rights therein would need to be agreed before implementation. The Parties acknowledge that any Intellectual Property Rights ("IPR") which are already owned by a Party prior to this Memorandum shall continue to be owned by such Party while any new IPR ownership will be determined and outlined in a separate agreement.

"Intellectual Property " means information, techniques, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) whether published or unpublished including without limitation all data, formulae, specifications, procedures, tests, techniques as well as patents, rights to inventions, trademarks, service marks, domain names, registered designs, copyrights, database rights, design rights, rights in Confidential Information (including trade secrets) and any other intellectual property rights, whether registered or not and including without limitation applications (and rights to apply) and all renewals and extensions of such rights for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; This includes the know how in unpatented

technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain;

Financing

Both institutes will discuss but not commit to, possible future tuition fee waivers to the exchange students. The host institute may make arrangements for local living including accommodation, food, local travel, insurance etc. at reasonable costs to exchange students and faculty. Travel costs may be borne by the home institution of the visitor. However, such discussions are subject to future binding agreements. If the interests of the parties align various external funding sources may be explored

Duration and Termination

This Memorandum is intended to provide a basis on which formal agreement(s) may be drawn up between the two Parties to regulate the financial, contractual and practical arrangements setting out each Party's contribution, duties, rights, obligations and deliverables.

This Memorandum shall become effective on the date that it is signed by the Parties and shall be valid for a period of five years, but may be renewed or extended by mutual consent expressed in writing. It shall terminate automatically when the Parties enter into any formal agreement but may be used as an instrument of reference in the future.

Any changes to this Memorandum shall be subject to the written consent of both Parties.

It may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least 90 days prior to termination, or immediately in writing in the event that the other Party becomes insolvent, experiences an insolvency-related event, breaches confidentiality or makes any public announcement contrary to the terms which have been agreed in this Memorandum.

Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and any disputes shall be resolved through mutual discussion.

Confidentiality

All Parties to this Memorandum agree that information exchanged will be confidential and to disclose Confidential Information only to those of its employees and representatives, who for the proper performance of the proposed project must be granted access to such

information. This Memorandum accordingly incorporates formal confidentiality undertakings to enable contractual discussions to commence.

Each Party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other Party which may have come to its knowledge as a result of entering into this Memorandum and each of the Parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.

For the avoidance of doubt, "Confidential Information" means all confidential, non-public proprietary information stored or delivered and marked "confidential" or similar, disclosed by the Disclosing Party or its Representatives to the Recipient and the Recipient's Representatives, before, or after the date of this Memorandum, including but not limited to information relating to the business, products, processes, services, finances, techniques, technology, intellectual property and/or affairs of the Disclosing Party. This includes information which derives value to a Party from being confidential or would be regarded as confidential by a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

Publicity

Neither Party shall make, or permit any person to make, any public announcement concerning this MoU without the prior written consent of the other Party. Neither Party will use any trademark, information, logo or brand of the other without the written consent of the owning Party.

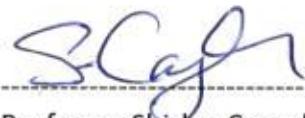
Any projects to be delivered under the framework of this Memorandum will be discussed and agreed in writing by the Parties with formal agreement being put in place prior to any project commencement.

This Memorandum has been drawn up and will be implemented in good faith. It expresses the hope and intention of the undersigning institutions to develop their existing co-operation, based on mutual respect and understanding.

Nothing in this Memorandum is to be construed as creating a partnership or agency relationship between the Parties, nor will either Party have the right, power or authority directly or indirectly to bind the other Party to this Memorandum with any other third Party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the other Party.

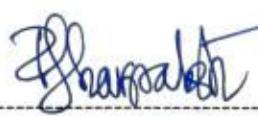
For the avoidance of doubt, with the exception of the confidentiality provision above, this Memorandum is "subject to contract" and shall not be legally binding between the Parties unless and until agreed by the Parties in a subsequent formal agreement. The Parties agree to meet and discuss such further agreement after signature of this Memorandum.

Signed as a Memorandum by way of authorised signatory



Professor Shirley Congdon
Deputy Vice-Chancellor
University of Bradford
West Yorkshire
UK

Date : 13.7.18



Prof. Partha Pratim Chakrabarti
Director
Indian Institute of Technology Kharagpur
Kharagpur, India

Date : 8/8/18