



MEMORANDUM OF UNDERSTANDING

BETWEEN

CARLETON UNIVERSITY (Ottawa, Canada)

AND

INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR (Kharagpur, India)

ARTICLE I: PREAMBLE

- 1.1 In view of the common interest in the field of higher education, the Indian Institute of Technology, Kharagpur, hereinafter referred to as IIT KGP, having its principal offices at Kharagpur, India and Carleton University, having its principal offices at 1125 Colonel by Drive, Ottawa, Ontario, K1S 5B6, desire to explore collaborative opportunities of mutual interest.
- 1.2 It is the intent of IIT KGP and Carleton University (the "Parties") to enter into discussions between authorized representatives of the Parties to: i) establish precise academic and financial arrangements and to support, as appropriate, the exchange of personnel between IIT KGP and Carleton University and (ii) conduct collaborative research projects to innovate and address challenges identified by both or either party.
- 1.3 The purpose of this Memorandum of Understanding ("MOU") is to outline the Parties' potential collaboration to enhance the international engagement and capabilities of Carleton University and IIT KGP.
- 1.4 The Parties agree that any activity initiated under this MOU shall be contingent upon the execution of appropriate written agreements containing mutually agreeable terms and conditions specific to each activity. Discussions may include but not be limited to student mobility for research and short term programs, the exchange of faculty and staff, and joint research Projects, as described herein.

ARTICLE II: PURPOSE

- 2.1 The purpose of this Memorandum is to facilitate and promote co-operation between Carleton University and IIT KGP, with a view to supporting research collaboration, capacity building and other forms of academic partnerships.
- 2.2 The Parties agree to explore opportunities for interaction among members of faculty relating to joint research projects, research visits and when necessary, joint applications for research funding from external funding agencies. Each visit and project will require approval of the respective institutions.
- 2.3 The Parties agree to explore the development of joint academic activities that include short courses, collaborative Masters Programs, jointly supervised PhD students, and research seminars and workshops based on mutual interests and available expertise at both institutions. They may also share and carry out joint research in technology for distance and computer-based learning.

ARTICLE III: IMPLEMENTATION

- 3.1 Recognizing the mutual benefits to be gained through academic co-operation and international understanding, Carleton University and IIT KGP hereby enter this MOU and agree to the following:
- 3.2 Progress of work under each individual program will be reviewed and approved by both Parties.
- 3.3 Final approval of any project will be dependent upon the availability of funding.
- 3.4 The specific details of any project will be set forth in agreements supplemental to the Memorandum, the terms of which will be subject to the mutual approval of both Parties.
- 3.5 Each of Carleton University and IIT KGP acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will necessarily share personal information of their respective faculty and students taking part in the activities contemplated by this MOU. Carleton University and IIT KGP mutually covenant and agree that they will treat any such personal information in strict compliance with their local law in that respect, in all ways as if it were the personal information of their own faculty and students.

ARTICLE IV: GENERAL CONDITIONS

- 4.1 This MOU shall enter into force upon the date of the last signature below and shall continue for a period of five (5) years, unless terminated earlier by either Party, as provided for in Paragraph 4.4 below.
- 4.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other Party.
- 4.3 This MOU does not restrict, in any manner either Party from collaborating with any other third Parties in the areas specified in this MOU.
- 4.4 Either Party may terminate this MOU by providing ninety (90) days written notice to the other Party. It is anticipated through the separate written agreements for activities that any terms and conditions applicable to each activity shall be consistent with, and give effect to, this MOU. However, specific commitments made prior to such intimation shall be honored by both the partners including ensuring that any student, faculty or staff member participating in a program at that time is able to complete the term of the assignment.
- 4.5 The Manager of the Canada India Centre for Excellence shall be the Coordinator from Carleton University and Professor Adrijit Goswami shall be the Coordinator from IIT KGP. The coordinators may change from time to time as decided by appropriate authority of the respective institutions.
- 4.6 It is expressly understood and agreed upon by the Parties that this MOU is not, and is not intended to be, a binding agreement between the Parties, and no binding agreement will be made unless and until the Parties have negotiated, executed and delivered one or more definitive agreements regarding the subject matter hereof. Nothing contained herein shall commit either Party to grant any rights or perform any specific obligations whatsoever, including but not limited to providing specific services, but merely indicates the Parties' willingness to explore various collaborative opportunities which shall be the subject of separate definitive agreements.
- 4.7 Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this agreement. If one Party receives any BGIP from the other Party under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.
- 4.8 Intellectual Property rights to research results shall be agreed to by the Parties and incorporated in a separate written agreement for the specific research project prior to the

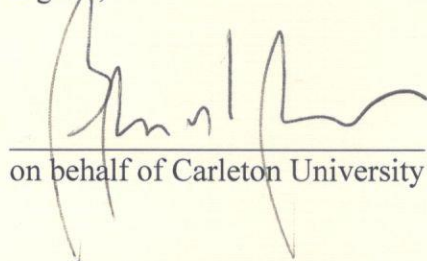
commencement of the project. Publications of various articles, papers, documents, etc. and joint projects shall be produced with mutual consent.

- 4.9 Should any collaboration result in any potential for Intellectual Property, the Parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Parties.
- 4.10 The exchange and sharing of technical and scientific data and research materials and the purchase of scientific supplies and equipment for research projects will be determined prior to the commencement of the project.
- 4.11 The Parties shall have the right to publish results of any research project which does not contain any proprietary information of another party, provided due credit is given to those who have collaborated in the production of the work and that the party who proposes to publish the results of such research project, has provided to the other party, copies of any proposed publication or presentation at least thirty days prior to submission of the proposed publication or presentation. Within the thirty day period, the Parties shall have the right to review the material and to assess the patentability, copyright or claim with respect to any Intellectual Property in the material. If any party decides that a patent application should be filed or copyright claimed or any other proprietary claim, the publication or presentation shall be delayed an additional ninety days or until a patent application, copyright or intellectual property right is filed or claimed, whichever is the earlier.

ARTICLE V: NON DISCRIMINATION

- 5.1 The Parties agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither Party shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

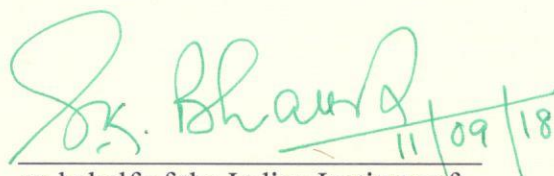
Signed,



on behalf of Carleton University

Dr. Benoit-Antoine Bacon
President and Vice-Chancellor
Carleton University

28 August, 2018
Date



on behalf of the Indian Institute of
Technology, Kharagpur

Prof. Sriman K. Bhattacharyya
Deputy Director
IIT-KGP

Date