



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MASSACHUSETTS DARTMOUTH
AND
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the University of Massachusetts Dartmouth (hereinafter "UMassD"), and the Indian Institute of Technology Kharagpur, (hereinafter "IITKGP"). Each individually a "party" or "institution" and collectively the "parties" or the "institutions."

RECITALS

WHEREAS, UMassD and IITKGP both have related academic programs and research interests;

and

WHEREAS, UMassD and IITKGP desire to establish collaborative programs beneficial to the mission of the respective educational institutions and to promote the development of joint research and training activities, and other educational activities;

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed to and accepted, the Parties understand as follows:

TERMS

1. Purpose of the MOU: Definition.

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between UMassD and IITKGP in order to effect collaborative research and training and the exchange of faculty, postdoctoral fellows, graduate and

undergraduate students, and academic and research information between the two institutions.

- 1.2 The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by academic and administrative units from the two institutions, to be agreed upon in other separate written agreements.
- 1.3 "Home institution" refers to the institution sending its student(s), staff, postdoctoral fellow(s), or faculty member(s) to the other institution for the purposes of study, learning, teaching and/or research.
- 1.4 "Receiving institution" refers to the institution hosting the visiting student(s), staff, postdoctoral fellow(s), or faculty member(s) from the other institution for the purposes of study, learning, teaching, and/or research.

2. Term.

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular endeavors. In this context, this MOU shall remain in place until:

- 2.1 Superseded by a separate formal written agreement(s);
- 2.2 Terminated by either party upon written notice of not less than ninety (90) days;
or
- 2.3 At the latest, five (5) years from the earliest execution of same, unless the Parties mutually agree in writing to extend same.

Any ongoing activities at the time of termination or expiration will continue to be honoured and be ensured that such activities are led to meaningful closure within a reasonable period of time and without adversely impacting the students, researches or faculty members involved.

3. Coordination of Activities.

To facilitate this MOU, a program coordinator will be appointed from each institution. Dr. Tesfay Meressi, Associate Provost for Graduate Studies, will be the coordinator for UMassD and Prof. Subhasish Tripathy, Dean Faculty and Professor, Department of Geology and Geophysics, will be the coordinator for IITKGP. Coordinators may change as decided by the appropriate authority of their respective institutions.

4. Areas of Collaborations.

Subject to approval by the officers of both institutions and execution of formal written agreements setting forth the applicable terms and conditions, the activities of potential collaboration between the parties may include:

4.1 Student Exchange

- 4.1.1 Students of either institution who wish to engage in study in a degree-granting or non-degree granting program ("Program") at the other institution must meet the criteria established by the receiving institution for acceptance/participation in that Program. A Program that is developed will identify the specific requirements, rationale, goals, outcomes and objectives, and credentials necessary for successful completion.
- 4.1.2 Students must meet all applicable regulatory and admission standards of the receiving institution and obtain all required approvals from the home institution for participation in a Program. These standards include but are not limited to requirements for language proficiency; professional training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.
- 4.1.3 The home institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the receiving institution for the study desired. Coordinators from each respective institution will oversee the experience for each student.
- 4.1.4 The receiving institution will make the final determination as to the acceptance of the student in each case, according to its policies and standards, and will notify the home institution in writing of the acceptance or rejection. The home institution will notify the student of the decision.
- 4.1.5 The receiving institution will have the right to remove any student from the Program with cause. In this instance, the receiving institution will provide written notification to the home institution with a reason for the removal. The home institution will comply with the request for removal immediately.
- 4.1.6 Students who apply and are accepted to participate will comply with all of the policies, procedures and the by-laws and regulations of the student elective program, as applicable, including but not limited to UMassD or IITKGP guidelines and requirements for international students. Failure to so comply may result in immediate dismissal from the program.
- 4.1.7 Each home institution will work with the receiving institution to identify an individual at the receiving institution who will assume administrative, educational, supervisory and, upon request, formal evaluative responsibility for the student. Students assigned to the receiving institution are under the immediate supervision and oversight of the receiving institution.

- 4.1.8 General orientation to the Program will be provided by the receiving institution.
- 4.1.9 For a student of one institution wishing to undertake a short-term, non-degree research program under a specific research faculty member(s) with an official research appointment at the other institution, the following must be completed:
 - 4.1.9.1 a detailed study program for approval by the home institution.
 - 4.1.9.2 If approved by the home institution, the home institution will submit the proposal to the receiving institution.
 - 4.1.9.3 If approved by the receiving institution, the receiving institution and proposed supervising faculty will provide formal written approval to the home institution.
 - 4.1.9.4 Students undertaking a short-term research program may find their research experience enhanced by auditing advanced research-level courses at the receiving institution. The trainee's research advisors at the receiving institution shall advise the student in course selection and seek approval from the appropriate school for trainee participation in classes.
- 4.1.10 Unless otherwise agreed in a separate document, travel, living expenses, and other associated costs related to the student's attendance at the receiving institution, as well as related elective and other administrative fees, as determined by the receiving institution, will be the responsibility of the student.
- 4.1.11 The method of collecting student payments where applicable will be determined by separate agreements based on particular program activities.
- 4.1.12 The receiving institution will assist in finding housing and other such assistance to the visiting student(s) to ease their transition into their environment. However, the receiving institution shall have no liability or responsibility for the visiting student's ultimate selection of such housing.

4.2 Cooperative Program Development

- 4.2.1 Both institutions will encourage collaborative educational programs.

- 4.2.2 Joint PhD/Masters programs may be explored and formulated, possibly in association with other reputed academic, research or industrial organizations. A detailed document related to such programs will be required and must be approved by the competent authorities of both institutions before implementation.
- 4.2.3 IITKGP and UMassD may formulate joint academic activities such as short courses, seminars, workshops or conferences based on mutual interest and available expertise in both institutions. They may also participate in joint distance and computer based learning activities.
- 4.2.4 Tuition, fees and the method of collecting student payments where applicable will be determined by separate agreements based on particular program activities.

4.3 Research Collaborations

- 4.3.1 Both institutions will encourage research collaborations. Details shall be specified in the particular formal written agreement for each collaboration.
- 4.3.2 Both institutions will promote and facilitate exchange programs for faculty and postdoctoral fellow research. Such collaborative effort should be based on the mutual interests of the involved Principal Investigators in both institutions and the prospective trainees.
- 4.3.3 In the event a joint research project is proposed by either institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both institutions will actively seek external funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each institution.
- 4.3.4 The institutions agree to comply with all applicable laws of their respective countries, Research related international travel will be in compliance with the travel policies of both institutions.

4.4 Exchange and Visit of Faculty Members

- 4.4.1 Both institutions will explore opportunities for interaction among members of the faculty and the possibility of creating Visiting Faculty positions. The total duration of visits from each side is expected to be approximately equal. The process for establishing an exchange of faculty members will be as follows:

- 4.4.1.1 Interested faculty members will submit teaching, or research proposals to their own institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);
- 4.4.1.2 Proposals approved by the home institution will be sent with the proposing faculty member's credentials to the receiving institution's counterpart faculty member(s) and academic officers for review and approval.
- 4.4.1.3 If there is mutual interest, the academic officers of the receiving institution will contact the proposing academic officers of the home institution to determine the precise terms and conditions under which the visit and research proposal will take place.
- 4.4.2 The purpose of any such visit must be for instructional or cooperative research purposes. No such visit will exceed one (1) academic year as defined by the receiving institution, unless otherwise agreed to in writing by both institutions. Faculty international travel will be in compliance with the travel policies of the faculty's home institution.
- 4.4.3 If a faculty member of one institution is invited by the other institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting institution, the inviting institution is expected to pay for all of the related costs and expenses of same.

Areas of cooperation may be revised by mutual consent. Specific programs may require separate agreements detailed and documented as annexures to this MOU.

5. Intellectual Property and Research Collaboration Agreements

The formal written agreements between the institutions will adhere to the following principles governing publications and intellectual property:

- 5.1 All publications resulting from the educational or research collaboration between the two institutions will acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties will be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.
- 5.2 As a general policy, the two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. Any exception to the above and further details pertaining to ownership of Intellectual Property Rights and related matters will

be governed by separate agreements specific to the collaboration activity as outlined in 5.3.

- 5.3 Each research project conducted jointly by the Parties will be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.
- 5.4 All research and other activities conducted under this MOU will be conducted in accordance with the laws, rules, and regulations applicable to each institution. For UMassD these are the laws, rules, and regulations of the Commonwealth of Massachusetts and the United States of America. For IITKGP these are the laws, rules, and regulations of India.
- 5.5 UMassD agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at UMassD. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at UMassD the students rights to any intellectual policy will be governed by the laws of the United States, the Commonwealth of Massachusetts and the policies of UMassD.
- 5.6 IITKGP agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at IITKGP. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at IITKGP students' rights to any intellectual policy will be governed by the laws of India and the policies of IITKGP.
- 5.7 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 BGIP from the partner under a clearly identified non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property.

6. Export Controls.

It is the mission and policy of UMassD and IITKGP to conduct (a) instruction and basic fundamental research openly and without prohibitions on the dissemination of learning or research results; (b) in full compliance with both Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) provisions of the US Government, and (c) in full compliance of relevant Acts and Statutes of India.

7. Applicable Rules; Emergencies.

The formal written agreements between the Parties will provide that the academic requirements of both educational institutions will be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program will be shared with, and carefully followed by the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of a clinical or research assignment, the faculty member or student will commit to seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care will be provided at the usual and customary charges.

8. Insurance.

The formal written agreements to be drawn in future between the Parties for specific collaborative activities will require that each institution maintain, at its own cost and expense, appropriate and legal levels of professional liability insurance, general public liability insurance, worker's compensation insurance, and property damage, to cover its operations, facilities, employees, students and lawful visitors, including but not limited to those visiting faculty, postdoctoral fellows, and students that may be part of an exchange between the home institution and receiving institution. Evidence of such insurance will be required to be provided to the other institution upon request.

9. Non-Discrimination.

The Parties agree to comply with all federal/national, state/provincial, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

10. General Understandings.

- 10.1 This MOU shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent organization. No party shall have any right or authority to act on behalf of or create any obligations or responsibilities on behalf of, or in the name of, any other party or bind any other party in any way. Under no circumstances may any party hold itself out to be a partner, employee, franchisee, representative, servant or agent of any other party. With respect to any employee compensation for services provided in connection with this MOU, each party will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.
- 10.2 This Memorandum of Understanding is a **non-contractual, non-binding** statement of the Parties' desire to engage in the programs and activities outlined herein. This Memorandum of Understanding is **not binding or**

enforceable on either party by the other, and creates **no legal responsibilities or obligations**. In no event shall either party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

- 10.3 In the implementation of this MOU, all participating institutions will remain subject to their own internal policies and requirements.
- 10.4 No such later Agreements may be entered into unless all Parties agree in writing that sufficient funding exists to support such an Agreement. The Parties may seek governmental and/or other external funding sources for these purposes.
- 10.5 Nothing in this MOU precludes UMassD or IITKGP from pursuing their own initiatives in these same or similar areas of interest.
- 10.6 Neither party will use the Parties' name, brand, logo or any name that is likely to suggest that it is related to the other party in any advertising, promotion or sales literature without first obtaining the express written consent of the other involved party.
- 10.7 All activities conducted under this MOU must be conducted in accordance with the respective laws, statutes, rules, and regulations applicable to each party.
- 10.8 Any amendment and/or modification of the MOU will require written approval of the appropriate administrative officer of each party thereto.

11. Notices.

This MOU is independent of any previous MOU between UMassD and IITKGP. Any notice to either institution hereunder must be in writing signed by the presenting institution, and will be deemed delivered when mailed by Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

To "UMassD":

Mohammad A. Karim, PhD
Provost and Executive Vice Chancellor
University of Massachusetts Dartmouth
285 Old Westport Road
North Dartmouth, MA 02747
USA

To "IITKGP":

Subhasish Tripathy, PhD.
Dean, Faculty
Indian Institute of Technology,
Kharagpur
Kharagpur, West Bengal, PIN: 721302
INDIA

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

12. Execution in Duplicate.

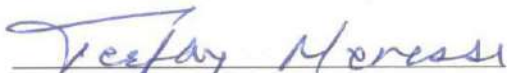
This Agreement may be executed in duplicate, each copy of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Signed:



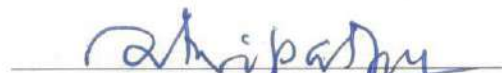
Mohammad A. Karim, PhD
Provost and Executive Vice Chancellor
– For and on behalf of
University of Massachusetts Dartmouth
Massachusetts, USA

Date: 09-11-2018



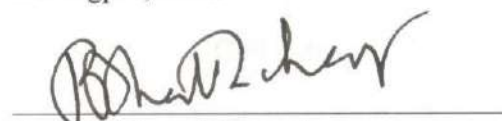
Tesfay Meressi, PhD
Associate Provost for Graduate Studies
– For and on behalf of
University of Massachusetts Dartmouth
Massachusetts, USA

Date: 09-11-2018



Prof. Subhasish Tripathy
Dean Faculty
– For and on behalf of
Indian Institute of Technology Kharagpur
Kharagpur, India

Date: 11 Sept. 2018



Prof. Baidurya Bhattacharya
Dean, International Relations
– For and on behalf of
Indian Institute of Technology Kharagpur
Kharagpur, India

Date: 11 Sept 2018