

MEMORANDUM OF UNDERSTANDING 2019
AS BETWEEN
UNIVERSITY OF DUBLIN, TRINITY COLLEGE DUBLIN
and
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

This Memorandum of Understanding is made on the 24 day of JUNE 2019
BETWEEN The Provost, Fellows, Foundation Scholars and the other members of Board of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin, having an address at College Green, Dublin 2 (hereinafter referred to as 'Trinity')
AND the Indian Institute of Technology Kharagpur (IITKGP), Kharagpur 721302, West Bengal, India (hereinafter collectively referred to as 'the Parties')

WHEREAS:

Trinity and IITKGP, recognising the value of international cooperation, have agreed to enter into this Memorandum of Understanding regarding academic collaboration ('MOU'). The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between Trinity, and IITKGP, based upon the principles of mutual equality and the reciprocity of benefits.

Both Parties HEREBY AGREE:

A. FACULTY PROGRAMME

Each Party will accept members of faculty from the other Party for teaching and / or research, whose visits have been agreed to mutually. In the absence of any specific agreement to the contrary, all expenses connected with the visit will be the responsibility of the visiting scholar.

, The host Party will provide the facilities for visiting faculty, typically provided to a faculty member of the host institution. The host Party will assist, as far as possible, the visiting scholar in matters of health, language and local custom.

Each Party will notify their relevant human resources area with the names of the visiting scholars to ensure they are covered by the host Party's insurance policy for the duration of their visit, if applicable or required. Specifically, the visiting faculty member shall be responsible for travel, and medical insurances.

B. JOINT RESEARCH PROJECTS

The two parties will explore opportunities of undertaking joint research projects. and may seek research funding from external funding agencies. Each such research proposal shall require approval of the respective institutions.

C. POSTDOCTORAL PROGRAMME

PhD graduates of IITKGP will be encouraged, where interested, to apply for relevant postdoctoral programmes at Trinity.

D. POSTGRADUATE PROGRAMMES

Both parties will endeavour to cooperate in creating opportunities for PhD students.

The parties will also encourage the mobility of students undertaking Masters and Dual Degree programmes allowing research to be carried out between the two institutions.

E. STUDENT INTERNSHIPS

The provision of internships for undergraduate students will be encouraged and a separate agreement will be drawn up to facilitate such a programme.

F. SUMMER SCHOOL PROGRAMME

The parties will endeavour to develop a summer school programme, the details of which will be set out in a separate agreement.

G. STUDENT EXCHANGE PROGRAMME

The exchange of students for periods of two months to one year will be encouraged and a Student Exchange Agreement will be drawn up to facilitate such exchanges.

H. COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws in the jurisdiction in which it is in situ and all visiting scholars shall comply with all relevant laws in the jurisdiction of the host Party.

Each party will comply with relevant national regulations and guidance of their respective countries regarding quality assurance of collaborative activities.

I. NO AGENCY

Nothing in this MOU gives rise to a relationship of agency between the parties.

J. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

Nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

K. NO TENENCY OR INTEREST IN PROPERTY

Nothing in this MOU shall create or shall be construed to create any tenancy or to confer or be construed to confer upon one Party any interest in any, all or part of the grounds, building or premises of the other Party.

L. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This MOU shall remain in force for a period of five (5) from the execution date at the beginning of this MOU, with the understanding that it may be terminated:

- a. on either party giving the other party 6 months' prior written notice;
- b. on written notice by one of the Parties if the other Party has committed a breach of this agreement.

However, specific commitments made prior to such intimation shall be honoured by both the partners.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of letters between the two parties. Such amendments, once approved by both Parties, will become part of this MOU. Neither Party may assign this MOU or any right under this MOU without the prior written consent of the other Party.

M. NOTICES

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the party giving the notice) be sent by prepaid post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause J:

Trinity - The Vice-President for Global Relations

Address: The Office of the Vice-President for Global Relations,
East Theatre,
Trinity College,
Dublin 2

OTHER INSTITUTION

Address: Office of International Relations

Indian Institute of Technology, Kharagpur

Kharagpur – 721302, West Bengal, INDIA

Any notice or communication referring to this MOU shall be deemed to have been served, if sent by prepaid post, 48 (forty eight) hours after posting.

N. FORCE MAJEURE

If either party to this MOU is prevented or delayed in the performance of any of its obligations under this MOU by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

O. NON-DISCRIMINATION

Both 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 institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

P. CODE OF CONDUCT

Visiting student and faculty will abide by the codes of conduct of the host Institution.

Q. LEGAL EFFECT

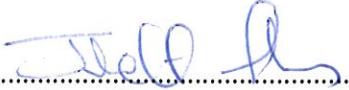
The terms of this MOU represent the current intentions of the Parties as at the time of signing. With the exception of Clauses H-O, this MOU is not legally binding on the parties.

R. SECTION HEADINGS

Headings contained in this MOU are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

IN WITNESS whereof this MOU has been duly executed on the date shown at the beginning of this MOU.

Signed by a duly authorised representative of **The Provost Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin**

.....


Professor Juliette Hussey
Vice President for Global Relations

Witness:



Name:



Address:



Occupation:





Signed by duly authorised representative of **INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR**

.....


24 June 2019

Professor, Baidurya Bhattacharya
Dean, International Relations

Witness:



• संकायाध्यक्ष, अंतर्राष्ट्रीय संबंध[•]
• Dean, International Relations
• भा प्रौ सं खडगपुर/IIIT Kharagpur

Name:



Address:



Occupation:

