

**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL
COLLABORATION
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
AND
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA,
ATHENS, GEORGIA, U.S.A.**

Preamble

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

The University of Georgia (UGA) was issued its charter on January 27, 1785, by the Georgia General Assembly, and is a flagship land and sea grant institution of the state of Georgia with a mission of teaching, research and service located in Athens, Georgia, U.S.A.

IITKGP and UGA have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, joint academic, research, and outreach programmes, joint supervision of doctoral and masters students, collaborative workshops on a reciprocal basis. The relationship also aims at enhancing the technological, social and cultural relations of both countries/states/regions. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Coordination

The Director of International Partnerships shall be the Coordinator from UGA and Professor Jyotirmoy Chatterjee, SMST, shall be the Coordinator from IITKGP. The Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Scope of Cooperation

The following areas of cooperation have been identified under this MoU.

- (i) Faculty exchange programme: The two parties will explore opportunities for interaction among members of faculty including potential visits. Each such visit shall require approval of the respective institutions.
- (ii) Student exchange programme: The two parties agree to explore a potential student exchange programme between 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. For visits exceeding two semesters separate

approvals will be needed. A detailed agreement on this (including credit transfer issues) has to be approved by the highest academic bodies of the two institutions before implementation.

- (iii) 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.
- (iv) Coordinated graduate degree programme: Joint PhD/Masters programmes may be explored and formulated, possibly in association with other reputed academic, research or industrial organisations. A detailed agreement related to such programmes will be required and approved by the competent authorities of both the institutions, before implementation.
- (v) Joint academic activities and events: IITKGP and UGA may formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions. They may also share and carry out joint research in technology for distance and computer-based learning.

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexures to this MoU.

Non-discrimination

IITKGP and UGA agree not to discriminate against any person because of age, sex (including pregnancy), national origin, race, ancestry, color, religious creed, disability or handicap, sexual orientation, gender identity, genetic information, or veteran status. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

Student Hosting

The host institution will provide an appropriate orientation to any hosted students from the other institution. Subject to applicable restrictions governing student privacy, the host institution will promptly notify the home institution in the event the host institution becomes aware of an incident affecting the health, safety or welfare of a hosted student, and will cooperate with any home institution investigation into the incident. The host institution will support the home institution's efforts to identify and access emergency medical services, psychological services, law enforcement, and diplomatic resources to support hosted students.

Code of Conduct and Compliance

Visiting student and faculty will abide by the codes of conduct, policies, and procedures of the home and host Institutions, as well as any applicable national, state, and local laws.

Intellectual Property

Each institution will adhere to the intellectual laws of its nation. IITKGP shall own intellectual property developed solely by its employees or agents and UGA and/or the University of Georgia Research Foundation, Inc. shall own intellectual property developed solely by its employees or agents. To the extent that one or more agents or employees of IITKGP and one or more agents or employees of UGA jointly invent or create intellectual property, IITKGP and UGA shall jointly own the intellectual property and shall enter into a joint administration agreement to manage protection and commercialization of such intellectual property protection.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of an engagement. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

Financing

All travel costs of any faculty or students traveling to the other institution shall be borne by the visitors or their home institution, at the sole discretion of the home institution. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities.

Legal Status

This MoU is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. The parties will attempt in good faith to resolve any disputes arising under this MoU through mutual discussion.

Validity and Termination

This MoU is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended with the written mutual consent of the parties.

This agreement 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.

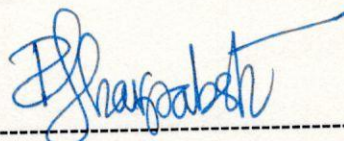
However, specific commitments made prior to such notice of termination shall be honoured by both the partners including ensuring that any student at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.



Dr. Noel Fallows
Associate Provost for
Global Engagement

Board of Regents of the University
System of Georgia by and on behalf of
The University of Georgia
Athens, Georgia, U.S.A.

Date: March 18, 2019.



Prof. Partha Pratim Chakrabarti
Director

Indian Institute of Technology Kharagpur
Kharagpur, India

Date: Feb 21, 2019