



**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COLLABORATION
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP)
AND
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA (UALBERTA)**

Preamble

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

UAlberta is a university continued pursuant to the terms of the Government of Alberta's *Post-Secondary Learning Act*, S.A. 2003, c.P-19.5.

Having first signed a *Memorandum of Understanding* in 2013, IITKGP and UAlberta wish to continue their institutional collaboration in education and research by means of this *Memorandum of Understanding for Institutional Collaboration* (MoU).

The primary objective of this MoU is to promote interaction and collaboration between faculty, staff and students of the two institutions through activities such as visits and exchange programmes, joint academic and research programmes, and joint supervision of doctoral and masters students on a reciprocal basis. The relationship also aims at enhancing the technological, social, and cultural relations of both countries. 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.

1. Coordination

Dr. Cen Huang, Interim Vice-Provost and Associate Vice-President (International) shall be the Coordinator from UAlberta and Dr. Anandaroop Bhattacharya, Associate Dean (International Relations), shall be the Coordinator from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Any notices to be given pursuant to this MoU must be sent in writing to:

for IITKGP

Name: Dr. Baidurya Bhattacharya
Position: Dean, International Relations

for UAlberta

Dr. Cen Huang
Interim Vice-Provost
and Associate Vice-President (International)

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2. Scope of Cooperation

The following potential 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 which might include opportunities for faculty visits. The total duration of visits from each side would be expected to be approximately equal. Each such visit would require approval of the respective institutions.
- (ii) Student mobility: The two parties agree to explore opportunities for student mobility and credit transfer for a short duration, such as summer/winter terms or short courses, or for a longer duration not exceeding two semesters.
- (iii) Joint research projects: The two parties will explore opportunities of undertaking joint research projects and may seek research funding from external funding agencies.
- (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 document related to such programmes would be required and approved by the competent authorities of both the institutions, before implementation.
- (v) Joint academic activities and events: IITKGP and UAlberta may formulate joint academic activities such as short courses, 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, details regarding specific programmes will require separate agreements.

3. Non-discrimination

IITKGP and UAlberta 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.

4. Code of Conduct

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

5. Intellectual Property

Each institution will adhere to the intellectual property laws of its nation. Any background intellectual property shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this agreement.

Other details of Intellectual Property Rights pertaining to collaborative arrangements set up under the framework of this MOU will be detailed in specific formal agreements.

6. Financing

Each party shall bear its own expenses arising from this MoU unless otherwise mutually agreed to.

7. Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties, except for the provisions herein dealing with privacy and confidentiality. Specific terms of collaborative activities must be agreed to by the parties in a further legally binding agreement or agreements.

Any disputes shall be resolved through mutual discussion.

8. Access to Information and Privacy Legislation

The parties acknowledge that UAlberta is a public body subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"). For further information about FOIP, see www.ipo.ualberta.ca.

9. Confidentiality

Each party who receives any information from the other marked "Confidential" ("Confidential Information"), must take reasonable steps to protect its confidentiality, must not disclose to any

third party such Confidential Information without the prior written consent of the other party, and agrees to only use such Confidential Information for the purposes contemplated in this MoU.

For the purposes of this MoU, Confidential Information does not include information (a) that is or becomes part of the public domain through no act of the receiving party, (b) that was in the receiving party's possession before receipt from the disclosing party, (c) that was rightfully received by the receiving party from a third party without a duty of confidentiality, or (d) that is required to be disclosed under any applicable law or by order of a court.

10. Validity and Termination

This MoU is valid for an initial period of five (5) years and becomes effective from the date it is signed by the both parties. The MoU duration may be extended by mutual written consent.

The parties may amend this MoU by mutual written consent.

This agreement may be terminated on either party giving the other party six (6) months' prior written notice.

Signed in Kharagpur, India on January 14, 2019 by:



Dr. Cen Huang
Interim Vice-Provost
and Associate Vice-President (International)
for
Dr. Steven Dew
Provost and Vice-President (Academic)
The Governors of the University of Alberta



Prof. Sriman Kumar Bhattacharyya
Deputy Director
Indian Institute of Technology Kharagpur