

MEMORANDUM OF UNDERSTANDING

BETWEEN: THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
Located Kharagpur, West Bengal, India
("IITKGP")

AND: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
Located in Edmonton, Alberta, Canada
(UAlberta)

WHEREAS UAlberta is a University continued pursuant to the terms of the *Post-Secondary Learning Act* and desires to enter into a cooperative relationship with IITKGP whereby there may be an exchange of ideas and /or people between the two parties;

WHEREAS IITKGP was established in 1951 and is recognised as one of the centres of academic excellence in India, and desires to enter into a cooperative relationship with UAlberta whereby there may be an exchange of ideas and /or people between the two parties;

WHEREAS IITKGP and UAlberta would like to cooperate with each other in areas including any program offered at either institution as felt desirable and feasible on either side and that both sides feel contribute to the fostering and development of the cooperative relationship between the two universities;

WHEREAS IITKGP and UAlberta would more specifically like to discuss collaboration related to doctoral students, such as co-supervision.

WHEREAS both institutions are autonomous, self-governing entities with the power to enter into agreements considered to be in their best interests and to advance their ability to achieve the requirements of their mission and mandate;

AND WHEREAS IITKGP and UAlberta have agreed to enter into this non-binding memorandum of understanding (the "MoU") that enables them to work together in the pursuit of the objectives set out herein;

NOW THEREFORE this MoU sets out the intent of the working relationship between the parties as follows:

1. NATURE OF THE MOU

- 1.1. This MoU establishes the framework by which the parties will work together in an effort to foster and develop a cooperative relationship between the two Universities through the activities listed below in a manner that is consistent with the mandates, policies, priorities, and resources of each party and which is in accordance with the *Post-Secondary Learning Act*.
- 1.2. Except for the provisions herein dealing with privacy and confidentiality, this MoU does not create any legally binding obligation on the part of the parties but contemplates further legally binding agreement(s) being considered. The parties have agreed to include Schedule A for information purposes only, and recognize that it does not form part of the MoU.
- 1.3. If necessary, specific terms of collaborative activities shall be agreed to by the two Universities in a further legally binding agreement (the "Agreement") which shall be made pursuant to this MoU for the limited purpose of the particular activity addressed in that Agreement. If the Agreement is expected to include collaborative research, issues such as confidential information, intellectual property and publication rights shall be addressed in the Agreement.

2. OBJECTIVES

- 2.1. The general intent of this MoU is to establish a framework through which the parties to this MoU can foster and develop a relationship between the Parties through such activities as:
 - a. Mobility of faculty and/or staff;
 - b. Mobility of graduate and / or undergraduate students
 - c. Collaboration on graduate programming, including the co-supervision of graduate students;
 - d. Joint research activities and publications;

- e. Participation in seminars and academic meetings;
- f. Exchange of academic materials and other information; and
- g. Special short-term academic programs.

3. COLLABORATIVE PROJECTS

Student programming agreements between the parties shall conform to this MoU and be approved by the Provost and Vice-President (Academic), UAlberta, or designate, and the Director, IITKGP, or designate, if such approval is necessary.

4. COSTS AND EXPENSES

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

5. TERM

5.1. This MoU shall come into force and effect from the date on which the document has been endorsed by both Universities, or from the date on which the last University endorses the MoU, and shall continue in effect for a period of five (5) years from the date of this MoU or until terminated by mutual agreement or pursuant to section 5.2.

5.2. Either party may terminate this MoU on twelve (12) months written notice to the other party.

5.3. This MoU may be amended or extended by the mutual written consent of the two parties.

6. NOTICES

All notices to be given pursuant to this MoU shall be sent in writing to the following individuals:

for IITKGP

Amit Patra
Dean, Alumni Affairs and International
Relations
IIT Kharagpur, Kharagpur 721302, India

Tel: +91-3222-282034
e-mail: deanaa@hijli.iitkgp.ernet.in

for the U of A

Marcia Lang
Chief of Staff, University
Relations
President's Office
3-1 University Hall
Edmonton AB T6G2J9
Canada
Tel: +1-780-492-4383
e-mail: Marcia.lang@ualberta.ca

Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by facsimile.

7. 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"), as amended. For further information about FOIP see <http://www.ipu.ualberta.ca>

8. CONFIDENTIALITY

Each party acknowledges that it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes contemplated in this Agreement and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this Agreement, "confidential information" shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

In WITNESS WHEREOF the parties have caused this MoU to be executed on the dates indicated below.

Signed for and on behalf of
**INDIAN INSTITUTE OF
TECHNOLOGY KHARAGPUR**
by its duly authorized officer on

the 4th day of March, 2013.



Sankar Kumar Som
Director

Signed for and on behalf of
**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**
by its duly authorized officer on

the 4 day of April, 2013.



Indira V. Samarasekera, O.C.
President and Vice-Chancellor