

GENERAL MEMORANDUM OF UNDERSTANDING FOR MUTUAL COOPERATION AND COLLABORATION BETWEEN THE INDIAN INSTITUTE OF TECHNOLOGY- KHARAGPUR AND THE UNIVERSITY OF DELAWARE

THIS GENERAL MEMORANDUM OF UNDERSTANDING (MoU), effective on the date of the last signature and entered into by and between the Indian Institute of Technology-Kharagpur(hereinafter referred to as “IIT-KGP”) and the University of Delaware, U.S.A. (hereinafter referred to as “UD”) under the following terms and conditions:

ARTICLE 1: PURPOSE

- 1.1** The purpose of this General MoU is to establish linkages and create the foundation for mutual cooperation and collaboration among the disciplines that IIT-KGP and UD (hereinafter referred to as “cooperating institutions”) have in common.

ARTICLE 2: SCOPE

- 2.1** The scope of this MoU will include the areas of teaching, research, faculty and student exchanges, joint supervision of students, joint workshop/ conference and any other related areas that are mutually determined to be appropriate by the cooperating institutions in the future. Under the framework of this General MoU, any and all units of the two parties have the ability, in coordination with the respective points of contact identified in Article 6.1 of this document, to develop and engage in joint activities the two parties have in common. This General MoU does not require either UD or IIT-KGP to assume additional financial obligations unless such obligations are mutually and clearly agreed upon between participating units in Supplemental Agreements.

ARTICLE 3: SUPPLEMENTAL AGREEMENTS

- 3.1** Individual units of IIT-KGP and UD that wish to engage in collaborative activities on a regular basis must negotiate a Supplemental Agreement to this General MoU. The terms of a Supplemental Agreement may not, directly or by default, contradict the terms of this General MoU between IIT-KGP and UD.
- 3.2** Every Supplemental Agreement negotiated between participating departments or units at IIT-KGP and UD must clearly and fully identify the following elements:
 - 3.2.1** The scope, timeframe, and objectives of the activity in detail.

- 3.2.2 The responsible parties within the particular departments or units that are participating in the Supplemental Agreement. The individuals identified will be directly responsible for the implementation and oversight of the proposed activity in the Supplemental Agreement. Changes to the personnel involved may be made at the discretion of the unit head, in coordination with the institutional points of contact at IIT-KGP and UD named in Article 6.1 of this document.
- 3.2.3 The specific commitment of resources, if applicable, and the attendant financial obligations of the respective collaborating units. This General MoU does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by collaborating units.
- 3.3 To be valid, every Supplemental Agreement must be signed and approved by the relevant unit and college in consultation with the point of contact at the partner institutions named in Article 6.1 of this document.

ARTICLE 4: EXCHANGES

- 4.1 All student exchange activities, whether for undergraduate or graduate students, must be articulated in a Supplemental Agreement to this General MoU in consultation with the institutional points of contact identified in Article 6.1 below.
- 4.2 In the governing Supplemental Agreements, the partnering units at IIT-KGP and UD must each designate a program coordinator to be in charge of assisting students with registering for courses, planning their program of study, the timely transmittal of grades to the student's university of origin, and coordination with the institutional points of contact identified in Article 6.1 below.
- 4.3 **FACULTY EXCHANGES AND OTHER COLLABORATIONS**
 - 4.3.1 UD and IIT-KGP will encourage collaboration and exchanges among faculty and other researchers.
 - 4.3.2 Travel expenses of invited faculty are not the responsibility of the host university, although partnering units may assist with the expenses at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplemental Agreement and should be clearly articulated therein.
 - 4.3.3 Living expenses of invited faculty and researchers while at the host university are subject to the terms and conditions of the relevant Supplemental Agreement signed by the partnering units.
 - 4.3.4 The two universities will endeavor to organize other collaborative efforts in areas of common research, teaching, and service.

ARTICLE 5: OVERSEAS STUDY PROGRAMS

- 5.1 The partner institutions will encourage the development of overseas studies programs hosted by each institution when deemed appropriate and mutually beneficial.

ARTICLE 6: COORDINATION

- 6.1 To oversee this General MoU and coordinate the associated units, activities, and Supplemental Agreements, the partner institutions agree that the institutional points of contact shall be the following:

6.1.1 For UD: Trevor Nelson
Director
Institute for Global Studies
Clayton Hall
100 David Hollowell Dr.
Newark, DE 19716
Phone: +1-302-831-2852
Email: trnelson@udel.edu

6.1.2 For IIT-KGP: Baidurya Bhattacharya
Professor of Civil Engineering
Dean, International Relations
Office of AAIR
IIT Kharagpur, India 721302
Phone: +91 3222 283422
Email: baidurya@civil.iitkgp.ac.in

- 6.2 All official notices between the two parties regarding the terms and conditions of this General MoU shall be in writing and be sent to the respective principal points of contact identified in Article 6.1.

ARTICLE 7: VALIDITY AND TERMINATION

- 7.1 This General MoU will come into effect on the date of the last signature and shall be considered to be in force and valid for a period of sixty (60) months. It shall be renewed for sixty (60) month terms by mutual consent of both parties through written notice no less than one hundred and twenty (120) days prior to the termination date. If either party wishes to terminate or alter the MoU, that party shall send to the other party a written notice of termination that must be received no less than one hundred and twenty (120) days prior to the termination date. If no activity subsequent to this General MoU has taken place within the initial sixty (60) month term, the General MoU shall not be renewed upon the expiration of the term.

- 7.2 Written termination shall not prevent the continuation of activities already underway.

ARTICLE 8: SETTLEMENT OF DISPUTES

- 8.1 IIT-KGP and UD agree that any controversy, dispute, or claims between them arising out of this MoU shall be resolved in an expeditious manner and with good faith subject to a written, mutual MoU regarding the terms and conditions of such a resolution.

ARTICLE 9: ACADEMIC FREEDOM

- 9.1 Academic freedom is a core value of the University of Delaware and is a necessary condition for the production and dissemination of knowledge. Academic freedom is the freedom to teach, both in and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Academic freedom also encompasses the freedom to address any matter of institutional policy or action. Faculty have the freedom to address the larger community with regard to any social, political, economic, or other interest. Academic freedom comes with academic responsibility, which is the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

ARTICLE 10: CODE OF CONDUCT

- 10.1 Visiting students and faculty will abide by the codes of conduct of the host institution.

ARTICLE 11: NON-DISCRIMINATION

- 11.1 IIT-KGP and UD 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.

ARTICLE 12: INTELLECTUAL PROPERTY

- 12.1 Any intellectual property matters that arise from this engagement shall be addressed pursuant to applicable law and mutual written agreement among the parties.

ARTICLE 13: ENTIRE AGREEMENT

- 13.1 This General MoU, and the Supplemental Agreements envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said subject matter.

IN WITNESS THEREOF, the parties through duly authorized officials do execute this General MoU.

UNIVERSITY OF DELAWARE

By: Robin W. Morgan
Robin W. Morgan
Provost

Date: 6-6-2019

INDIAN INSTITUTE OF TECHNOLOGY-KHARAGPUR

By: Baidurya Bhattacharya
Baidurya Bhattacharya
Dean, International Relations

Date: JUNE 13, 2019