

Memorandum of Understanding

between

Singapore Management University, Singapore

and

Indian Institute of Technology Kharagpur, India

1. Preamble

In accordance with their mutual desire to initiate cooperation and in order to explore the potential for collaboration in the areas set out below, Singapore Management University (SMU) and Indian Institute of Technology Kharagpur (IITKGP) have signed the following Memorandum of Understanding.

2. Areas for potential collaboration

Based on the principles of mutual benefit, both institutions intend to use their reasonable endeavours to explore opportunities for:

- (a) Student projects and immersion programmes
- (b) The reciprocal exchange of research and teaching staff
- (c) Research collaboration in fields with mutual interests between research staff, departments, and schools of both institutions and
- (d) Any other areas of collaboration that both parties may mutually agree to

3. Implementation of this Memorandum

Both institutions agree that specific projects and activities shall be developed for implementation of this Memorandum based on discussions and negotiations between the two institutions. Agreements or contracts to carry out these projects and activities shall be signed separately.

Both institutions agree that all financial arrangements shall be determined on the basis of specific projects and activities and will depend on the availability of funds.

Both institutions agree that this Memorandum shall not be legally binding on the both institutions.

4. Intellectual property rights

Both institutions acknowledge the principle that knowledge generated in the course of academic research, should remain available for future research and teaching, and if possible, should be used for public advancement. Therefore, both institutions agree on the following generally accepted academic principles:

- (a) Results which can be published should be expediently published by the institution where they are generated;
- (b) The availability of the results for future research and teaching should be assured; and
- (c) If results are made available for commercial exploitation, the institution should ensure that:
 - such results are applied as broadly as possible
 - access is granted under fair and non-discriminatory conditions
 - and benefits of its application shall be shared with the institution which has generated the results.

5. Duration, amendment and termination

This Memorandum of Understanding shall remain in force for a period of three (3) years from the date of the last signature. The memorandum may be renewed by mutual written consent at least six (6) months prior to the expiration date.

Proposals to amend this Memorandum may be made by either institution at any time. Amendments only take effect when mutual, written consent exists.

This Memorandum may be terminated by either institution at any time provided that the terminating institution gives written notice of its intention at least six months prior to the termination date and that no activities already in progress are unduly affected by such termination.

6. Dispute Resolution

Any dispute controversies, or differences arising out of, or in connection with this agreement which cannot be resolved by amicable discussions between the administering offices shall be jointly referred to the President of SMU and the Director of IIT or their nominees, for resolution.

7. Governing Law

Both institutions shall use best efforts to resolve any disputes arising out of this agreement amicably.

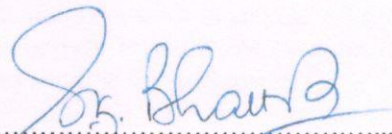
Signed on behalf of the
Singapore Management University



Professor Lily Kong
President

Date: 18/9/19

Signed on behalf of the
Indian Institute of Technology Kharagpur



Professor S.K. Bhattacharyya
Director

Date: 29/07/19