

**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL
COLLABORATION**

BETWEEN

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
AND**

JAMES COOK UNIVERSITY ABN 46 253 211 955 a body corporate established under
the *James Cook University Act 1997* (Qld) of 1 James Cook Drive, Townsville, 4811 in the
State of Queensland

Preamble

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

James Cook University (JCU) conducts nationally significant and internationally recognised research in areas such as marine sciences, biodiversity, tropical ecology and environments, global warming, tourism, and tropical medicine and public health care in under-served populations. JCU ranked in the top 2% of universities in the pre-eminent global rankings system, the Academic Ranking of World Universities (ARWU, 2017), for the sixth year in a row. Our aim is to position ourselves as a national and international leader in teaching and research addressing critical challenges facing the tropics worldwide.

IITKGP and JCU 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 programs, carry out joint academic and research programs, 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/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. To fulfil the aims of this MOU the parties shall appoint a co-ordinator to develop and manage the joint activities to be undertaken, specific details of which will be set out in formal, binding contracts to be agreed by the parties.

Coordination

Associate Professor Gunther Paul, PhD shall be the Coordinator from JCU and Associate Professor Bibhuti Bhusan Mandal, PhD 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.

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 as well as creating Visiting Faculty positions. The total

duration of visits from each side is expected to be approximately equal. Each such visit shall require approval of the respective institutions.

- (ii) Student exchange programme: The two parties may agree to participate in student exchange programme at 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 proposal document on this (including credit transfer arrangements) has to be approved by the highest academic bodies of the two institutions and will be documented in an exchange agreement 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 document related to such programmes, including credit transfer arrangements, will be required and approved by the competent authorities of both the institutions, before implementation.
- (v) Joint academic activities and events: IITKGP and JCU 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 will require separate agreements detailed out and documented as agreed by the parties.

Non-discrimination

IITKGP and JCU agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, 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.

Code of Conduct

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

Intellectual Property

Each institution will adhere to the intellectual laws of its nation. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. 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.

The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

Financing of Exchange students

In negotiating any exchange agreement to be entered into by the parties, both institutes will consider tuition fee waivers to the visiting students. The host institute will consider making arrangements for local living including accommodation, food, insurance etc. at reasonable costs to visiting students and faculty.

All travel costs shall be borne by the visitors or their home institution. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities.

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. Any disputes shall be resolved 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 by mutual consent.

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 MoU.

However, specific commitments made prior to such intimation 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.

SIGNATURES OF PARTIES

EXECUTED for and on behalf of Indian Institute of Technology Kharagpur, Kharagpur, India
by an authorised officer:

Signature

Name

Position

Date

Professor Sriman K. Bhattacharyya

Director

20.11.2013

In the presence of:

Signature

Name

Position

Date

Dr. Anandaroop Bhattacharya

Associate Dean, International Relations

20-11-2019

EXECUTED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature

Name

Position

Date

Professor Sandra Harding

Vice Chancellor and President

6.11.19

In the presence of:

Signature

Name

Position

Date

Julia Nelsen

Executive Support Officer

6.11.19