



Koushiki Mukherjee
International Relations Executive
Indian Institute of Technology
Kharagpur 721302, West Bengal
India

May 22, 2019

Dear Ms. Koushiki Mukherjee,

It is my pleasure to return one signed copy of the Agreement back to you for your record.

We value our new partnership and look forward to a fruitful cooperation for the many years to come.

Sincerely,

Tanya Hsu
Executive Manager
Office of International Affairs

Agreement on Funded Short-Term Reciprocal Student Exchange Program
between
Indian Institute of Technology Kharagpur, India
and
National Sun Yat-Sen University, Taiwan

Preamble

This agreement is entered into establishing student exchange collaboration between Indian Institute of Technology Kharagpur (hereafter referred as IITKGP) and National Sun Yat-Sen University (hereafter referred to as NSYSU).

Article 1: Purpose and scope of the agreement

The purpose of this agreement is to establish a student exchange program between NSYSU and IITKGP. This student exchange program covers funded short-term visit by students between the two institutions on reciprocal basis.

Visits by self-funded students or visits funded by an individual host faculty member from their personally administered funds are not covered by this agreement.

Article 2: Definitions

For the purpose of this agreement, the following definitions will hold:

Student: A full-time student enrolled in a degree program

Home Institution: Institute/University where the student is enrolled in a degree program as a full-time student

Host Institution: Institute/University where the student intends to make a short-term visit for research/coursework

Host Mentor: A faculty member at the Host Institution who will supervise research and/or coursework by the visiting student

Home Administrator: An administrator at the Home Institution who is authorized to monitor the student's academic progress and performance

Short term visit: A visit during the summer, or winter, or one semester, or up to two consecutive semesters

Article 3: Eligibility

This exchange program is open to full-time undergraduate and graduate students of each Home Institution.

Article 4: Obligations of the Home Institution

4.1 The Home Institution shall ensure that each student selected for this exchange program is

- i. eligible under its own rules to participate in the exchange
- ii. academically prepared to meet the requirements of the planned coursework/research at the Host Institution

Article 5: Obligations of the Host Institution

5.1 The Host Institution shall

- i. provide visiting students, in advance, with materials on program requirements and deadlines.
- ii. assist visiting students in obtaining appropriate visa documents
- iii. provide (if part of reciprocal arrangement) or help find comfortable and hygienic boarding and lodging during the visit
- iv. help prepare students for the Student Research Internship Exchange experience with a detailed and thorough orientation upon arrival at the host institution
- v. provide an appropriate Mentor to each visiting student
- vi. make available all funded support to each student for the particular visit as mutually agreed upon between the Institutions

Article 6: Obligations of the Visiting Student

6.1 Visiting students shall

- i. comply with all requirements and deadlines for the exchange program.
- ii. abide by all academic and other rules of the Home Institution related to this program
- iii. abide by all academic and other rules of the Host Institution before, during and after the visit
- iv. be responsible for his or her own health and well-being, regardless of status and/or availability of health insurance.
- v. abide by all laws of the host country

Article 7: Reciprocal funding arrangement

7.1 This exchange program will be reciprocal.

7.2 IITKGP will host the same number of funded short-term visiting students in a given academic year that NSYSU will host. If a visit from one Institution does not materialize due to unforeseen situations, it will not adversely affect visits from the other Institution.

7.3 Each Host Institution may decide to set desirable academic background on the part of the visiting students for the experience to be successful which shall be shared with the other Institution in a timely manner.

7.4 Each Home Institution shall consider the desirable background as above but otherwise be free to select their students for the participating in the exchange program. The list and academic background of selected students will be shared with the other Institution in a timely manner.

7.5 IITKGP and NSYSU will provide the same nature of funded support to each visiting student.

7.6 The nature and extent of funded support shall cover the followings:

- Tuition fees
- Local stay in host institution (At NSYSU, student dormitories; At IITKGP, student dormitories/hall of residence)
- Any other by mutual agreement (e.g., cultural experience, language classes)

7.7 At a mutually agreed upon time each year, both Institutions will negotiate the number of funded students and nature of reciprocal funding support for the new academic year for this student exchange program.

Article 8: Intellectual Property, Inventions and Innovations

8.1 All intellectual property held by a party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party introducing or disclosing it. However, that party grants the Student and/or the other party a license to use such intellectual property for any purpose associated with this program.

8.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Host Institution respectively will belong to that Institution and may not be made use of except with that Institution's prior written consent.

8.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the Student working under the supervision of the supervisors, the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard for each Institution's policies and governance requirements, the nature of the contributions made by both Institutions to the development of such intellectual property, inventions and innovations, and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The general guiding principle for such case-by-case agreements will be that the intellectual property rights created in the course of this program will vest in each Institution in equal shares and that each Party may use such jointly-owned intellectual property for internal, non-commercial research and educational purposes. Save as aforesaid, nothing in this agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to intellectual property currently licensed to or belonging to either Institute.

8.4 The provisions of this clause will survive beyond the termination of this Agreement.

Article 9: Confidentiality

9.1 When receiving confidential information, the receiving party must ensure that all the employees, students or agents to whom the confidential information is disclosed are bound to

keep the confidential information confidential and not to use the confidential information except for this program.

9.2 The obligations of confidentiality in this cause 9 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this agreement, or has been independently developed or obtained by the receiving party.

9.3 Each party agrees that personal information about Students will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that party.

Article 10: Amendments

This agreement may be amended and supplemented in writing at any time by the mutual consent of the parties in writing.

Article 11: Terms of Agreement

11.1 The term of this Agreement will commence on the date the last party executes it. The Agreement shall be in place for a period of five years.

11.2 The Agreement may be extended by the mutual agreement in writing of the parties.

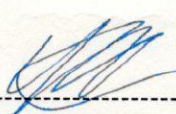
11.3 Either party may terminate this Agreement at any time during the term, by the provision of six (6) months written 'notice of termination' to the other party. Once the 'notice of termination' is issued, no new student will be enrolled under this program. All students already enrolled under this program at the time of the issue of notice of termination or at the expiry of this Agreement in accordance with clause 11, will be allowed to finish their work as per this Agreement.

Article 12: Dispute Resolution

Any disputes arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the President / Director of the respective Parties or their nominees for resolution.


Article 13: Signatures

The Agreement exists in two originals, one for each Party.



Prof. Ying-Yao Cheng
President
National Sun Yat-sen University
Kaohsiung, Taiwan

Date : 2019.5.22



Prof. Partha Pratim Chakrabarti
Director
Indian Institute of Technology Kharagpur
Kharagpur, India

Date : May 7, 2019