

MEMORANDUM OF AGREEMENT ON STUDENT EXCHANGE  
BETWEEN  
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP)  
AND  
NAGASAKI UNIVERSITY  
BASED ON THE MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL  
COLLABORATION  
BETWEEN  
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),  
AND  
NAGASAKI UNIVERSITY (NU)

Based on the "Memorandum of Understanding for Institutional Collaboration between Indian Institute of Technology Kharagpur (IITKGP) and Nagasaki University (NU)" ("MoU") signed on (Month, Day, Year), both parties have agreed to conclude a Memorandum of Agreement ("MoA") to specify the terms and conditions of the student exchange.

- 1 Number of students  
Each institution shall accept up to five (5) full-time undergraduate /graduate students to participate in the subject student exchange for periods of a minimum of 1 semester for each academic year subject to this MoA.
- 2 Recommendation and determination  
The host institution may select the student exchange participants based on the home institution's recommendations.
- 3 Status  
Participating exchange students shall be registered as non-degree students at the host institution.
- 4 Period  
In principle, the period for each participating exchange student is within one semester. After this initial period, a participating student may extend the length of his or her study period for up to one (1) additional academic year, upon the approval of both host and home institutions.
- 5 Course application  
Participating exchange students may apply to take courses at the host institution. The host institution, however, reserves the right to decline such application based on existing restrictions on application.
- 6 Evaluation  
At the end of the exchange period of each participating exchange student, the host institution shall inform the home institution of the relevant student's academic performance.  
Academic achievements earned at the host institution shall be assessed by the home institution according to its curricula. The home institution may or may not recognize such achievements as equivalent to the credit(s) to be taken at the home institution.

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7. Institutions' Responsibility: Each Selected student must be determined to be eligible under the Home Institute's rule to participate in the exchange and meet the requirements of the planned activity at the host institution.

8 Expenses

Neither party shall levy application, admission, or tuition fees on the participating exchange students. All other related expenses, including accommodation expenses, transportation costs, living expenses and adequate health and accident insurance expenses, shall be borne by the participating exchange students. The host institution shall undertake efforts to locate housing for the participating exchange students.

9 Insurance

Both parties may require participating exchange students to enroll in recommended health and accident insurance plans.

10. Liability and Intellectual Property Rights:

10.1. 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 may grant the Student and/or the other party a license to use such intellectual property for any purpose associated with this program.

10.2 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.

10.3 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.

11 Amendment

This MoA may be amended only in writing upon the agreement of both parties. In the future, if any issues arise out of or in relation to this MoA, the two parties shall resolve such issues through thorough negotiations.

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12 Term

This MoA is valid from the joint signature date until the designated termination date set forth in the MoU.

This MoA may be renewed after being renegotiated by both parties.

13 Termination

This MoA may be terminated by either party upon prior written notice to the other party made at least six (6) months prior to the expiration date. Even after the related agreements are terminated or expires, students who have been accepted under this MoA are entitled to participate in the relevant study period under the same conditions as originally planned.

14 Compliance with policies, rules, and regulations

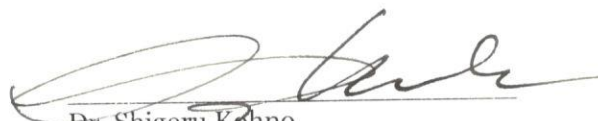
Students will be required to adhere to the relevant regulations, rules, policies and procedures of the Host University while at the Host University.

15 This MoA is to be executed in English.



Prof. Sriman Kr. Bhattacharyya  
Director  
Indian Institute of Technology Kharagpur  
India

Date: 29.11.2019



Dr. Shigeru Kohno  
President  
Nagasaki University  
Japan

Date: 12.12.2019