



UNIVERSITY
OF WOLLONGONG
AUSTRALIA

MEMORANDUM OF UNDERSTANDING

between

INDIAN INSTITUTE OF KHARAGPUR

and

UNIVERSITY OF WOLLONGONG

In order to promote cooperation and the advancement of academic and education exchanges, Indian Institute of Kharagpur of Kharagpur, West Bengal 721302, India ("IITKGP") and the University of Wollongong of Northfields Ave, Wollongong NSW 2522 Australia (ABN 61 060 567 686) ("UOW") enter into this memorandum of understanding ("MOU") as follows:

SCOPE

1. The parties intend, within available finances and resources, to pursue and develop the following general forms of cooperation for the benefit of both parties:
 - (a) academic visits for research, lectures and consultation;
 - (b) joint teaching and degree programs at the undergraduate and/or postgraduate level;
 - (c) credit transfer / articulation arrangements at the undergraduate and/or postgraduate
 - (d) research and academic collaborations in areas of common interest;
 - (e) exchange of academic materials and other information;
 - (f) exchange of specific expertise in research commercialisation, interdisciplinary research, innovation and technology transfer in areas of mutual interest;
 - (g) exchange of information about research consulting opportunities from industry or government;
 - (h) participation of joint international conferences, seminars, workshops, academic meetings, and other activities agreed by both parties;
 - (i) exchange of undergraduate and/or graduate students; and
 - (j) special short-term academic programs.
2. The parties may collaboratively pursue other activities which are not specifically referred to in this MOU, but which are in accordance with the spirit of this MOU.

IMPLEMENTATION

3. 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.
4. This MOU imposes no financial obligations on either party. Both parties understand that all financial arrangements will need to be negotiated and will depend upon the availability of funds.
5. The terms of cooperation for each specific activity contemplated under this MOU will be mutually discussed and agreed upon in writing by both parties prior to the implementation of that activity, and each activity entered into will be recorded and governed by a separate legally binding agreement executed by both parties.
6. Each party will designate a liaison officer to develop and coordinate the agreed activities.

NON-DISCRIMINATION

7. Each Party will comply with relevant anti-discrimination laws applicable to a Party in that Party's jurisdiction to the extent that those laws are relevant to the activities contemplated in this MOU.

PUBLIC STATEMENTS AND CONFIDENTIALITY

8. For any purpose other than a statement that an MOU is in effect between the two parties, a party will obtain the prior written consent of the other party prior to
 - (a) using the name, image or logo of the other party; or
 - (b) making any public announcement or statement or publishing or releasing any information in relation to this MOU or any proposed activity or collaboration under this MOU.

INTELLECTUAL PROPERTY RIGHTS

9. Each institution will adhere to the intellectual property laws of its jurisdiction. 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.
10. Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party that makes the BGIP available for use in an activity contemplated under this MOU. The Party receiving the BGIP must not use the BGIP for any other purpose than for the purpose for which it was provided.

Matters relating to intellectual property developed jointly during cooperative activities will be governed by a separate written agreement between the parties on a case to case basis.

DURATION, VARIATION AND TERMINATION

11. This MOU:

- (a) becomes effective on the date of last signature of the parties and will remain effective for five years;
- (b) may be extended or varied by mutual agreement of the parties; and
- (c) may be terminated by either party giving the other party three months' written notice, unless an earlier termination is mutually agreed upon.

NON-EXCLUSIVE RELATIONSHIP

12. This MOU does not create an exclusive relationship between the parties or prevent the parties from pursuing, in their own right or with any other partner, activities similar to the activities contemplated under this MOU.


SIGNED for and on behalf of
**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR** by:



Professor Virendra K. Tewari
Director

on 26/07/2020 (date of signature)

SIGNED for and on behalf of **THE
UNIVERSITY OF WOLLONGONG** by:



Professor Paul Wellings CBE
Vice-Chancellor and Principal

on 31/7/2020 (date of signature)