

**MEMORANDUM OF UNDERSTANDING
FOR INSTITUTIONAL COLLABORATION
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
(IITKGP), INDIA
AND
RESEARCH AND DEVELOPMENT CENTER OF
NIPPON KOEI CO. LTD. (RDCNK), TSUKUBA, JAPAN**

Preamble

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

Research and Development Centre of Nippon Koei (RDCNK) was founded by Nippon Koei co., Ltd. (Company) in 1992 and its mission is to develop and provide high-tech engineering tools to the Company as well as outside the Company. At present 60 researchers and 40 technicians work at the Center in the fields of Hydrology, Hydraulics, Environmental Science, Structural Engineering, Geology, Soil-mechanics, Rock-mechanics, Seismology, Informatics and Social Science. Developed technologies have been applied timely to Disaster Prevention, Water Resources Management, Irrigation System, Sewer System, Public Works, Environment Preservation etc. Moreover, RDCNK conducted training courses in many countries having about seven hundred participants at present.

IITKGP and RDCNK (Parties or Party respectively) have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, scientists, staff and students of the Parties through visits and exchange programs, carry out joint academic and research programs 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 relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Coordination

Mr. Shigeru Nakamura, Deputy General Manager of Research and Development Center shall be the Coordinator from RDCNK and Dr. Dillip Kumar Swain, Professor, Agricultural and

Food Engineering Department shall be the Coordinator from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective Parties.

Scope of Cooperation

The following areas of cooperation have been identified under this agreement.

- (i) **Faculty/Scientist exchange program:** The Parties will explore opportunities for interaction among members of faculty/scientists as well as creating Visiting Faculty/Scientist positions. The total duration of visits from each side is expected to be approximately equal. Each such visit shall require approval of the respective Parties.
- (ii) **Researcher/Intern exchange program:** The Parties agree to participate in researcher/intern exchange programs at the respective Parties. Visits under such programs may be for a short duration, such as for 8-12 weeks.
- (iii) **Joint research projects:** The Parties will explore formulation of joint collaborative research projects between faculty and/or research groups. Collaborating faculties/scientists may seek funding from external funding agencies. Each such research proposal shall require approval of the respective Parties.
- (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 Parties, before implementation.
- (v) **Joint academic activities and events:** The Parties may formulate joint academic activities such as short course, seminars, workshops or conferences. Examples of areas of current interest are: Modelling in food production, Information Technology in agriculture and water resources management, Climate change adaptations, Flood/drought management, Ecosystems management, and Urban development etc. with mutual interests and available expertise of both Parties. The Parties may also share and carry out joint research in the area of technology for distance and computer-based learning.

The areas of cooperation may be revised by mutual consent. However, specific programs may require separate agreements detailed out and documented as annexures to this agreement.

Non-discrimination

IITKGP and RDCNK agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, 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 Party.

Intellectual Property

Each Party 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 Party 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 agreement. If one Party receives any BGIP from the other Party under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received. The Parties 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

Both Parties will consider tuition fee waivers to the visiting students. The host Party will make 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 Party. 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

This agreement is valid for an initial period of five years and becomes effective from the date it is signed by the Parties. The partnership period may be extended by mutual consent.

This agreement may be terminated:

- on either Party giving the other Party 6 months' prior written notice;
- on written notice by one of the Parties if the other Party has committed a breach of this agreement.

However, specific commitments made prior to such intimation shall be honoured by both the Parties 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.

Masaru Onodera

Mr. Masaru Onodera
General Manager
Research and Development Center,
Nippon Koei Co. Ltd.
Tsukuba, Japan

Date : 17.12.2020

Suman Chakraborty 18.11.2020

Prof. Suman Chakraborty
Dean, Sponsored Research & Industrial
Consultancy
Indian Institute of Technology Kharagpur,
Kharagpur, India

प्रो. सुमन चक्रवर्ती
Prof. Suman Chakraborty
संकायाध्यक्ष / Dean
अनुदानित शोध एवं औद्योगिक सलाहकारिता
Sponsored Research & Industrial Consultancy
भा.प्रौ.सं. खड़गपुर-721302/I.I.T. Kharagpur- 721302