

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP)**  
**Whose office is at Kharagpur, 721302, INDIA**  
**and**  
**THE UNIVERSITY OF WARWICK as represented by WMG,**  
**Whose office is at Coventry CV4 7AL**

**Preamble**

IITKGP and the University of Warwick as represented by WMG, have expressed an interest to continue the institutional partnership in education and research in place since 2008. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, carry out joint academic and research programmes, joint supervision of doctoral and masters students etc. on a reciprocal basis. The partnership also aims at enhancing the technology, social and cultural relations of both countries.

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. More detailed formal Agreements will normally be required prior to the undertaking of these cooperations by the parties.

The parties agree to negotiate in good faith to reach formal Agreements embodying the principles set out in this MOU in a reasonable period of time, but prior to the commencement of related activities. Neither party is bound to enter into such Agreements.

The parties agree that this document is non – binding and have no legal effect apart from the disclosure of any confidential information which shall be governed by a separate and specific non- disclosure agreement between the parties related to the information.

Neither party , save for any breach of confidentiality will make any claim against or be liable to the other for any loss or damages including but not limited to any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this document or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.

Neither party shall sub – contract, assign or transfer any of its right or obligations hereunder without the prior written consent of the other.

Each party will bear its own expenses and costs with regard to all discussions and activities between the parties except if mutually decided otherwise in separate and specific agreements between the parties.

## **Coordination**

Professor Sujit Banerji shall be Coordinator from WMG, Univ. of Warwick and Professor Siddhartha Mukhopadhyay, shall be the Coordinator from IITKGP. The Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

## **Scope of Cooperation**

- (i) Faculty exchange programme: The two parties will explore opportunities for interaction among members of faculty as well as for creating Visiting Faculty positions. The total duration of visits from each side is expected to be approximately equal. Each such visit shall require specific approval of the respective institutions.
- (ii) Student exchange programme: The two parties 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 Student Exchange (including credit transfer issues) needs to be approved by the highest academic bodies of the two institutions 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 needs to be approved by the competent authorities of both the institutions, before implementation.
- (v) Joint academic activities and events: IITKGP and WMG may formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions. Students and faculty members of each institutions may be supported by the partner institution to collaborate and participate in professionals activites and events.

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

## **Intellectual Property and Confidentiality**

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. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programmes. This joint ownership also entitles each party to explore commercialization jointly. However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement.

Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

### **Financing**

The two institutions will consider allocating seed money to initiate this partnership. In addition they will also approach their own governments, international funding agencies and industries. Special attention will be given to obtain funded projects from industry as well as from alumni to support such collaborations.

Both institutes will consider tuition fee waivers to the exchange students. The host institute will make arrangements for local living including accommodation, food, local travel, insurance etc. at reasonable costs to exchange students and faculty. Travel costs shall be borne by the home institution of the visitor. Various external funding sources may be explored to provide further support, either independently or jointly.

### **Legal Status**

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on either of the parties. Any disputes shall be resolved through mutual discussion.

## Validity

This MOU is valid for a period of five years and becomes effective from the date it is signed by partners. The partnership period may be extended further by mutual consent. In case one partner wishes to cancel this MOU, intimation will have to be sent at least six months in advance. However, specific commitments made prior to such intimation shall be honoured by both the partners.



**Prof. Lord Kumar Bhattacharyya**  
Chairman and Founder, WMG  
University of Warwick  
Coventry, UK

Date: 4/03/15



**Prof. Souvik Bhattacharyya**  
Deputy Director,  
Indian Institute of Technology Kharagpur  
Kharagpur, India

Date: March 04, 2015