



COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

BETWEEN THE

UNIVERSITY OF MASSACHUSETTS SCHOOL OF MARINE SCIENCES (UMSMS)

AND THE

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

The University of Massachusetts School of Marine Sciences (UMSMS) and the Indian Institute of Technology Kharagpur, represented by its Director, considering the development of cultural and scientific cooperation to be of mutual advantage to both Universities, and desiring to reinforce such cooperation, agree on the following points :

Art. 1: Scientific and educational cooperation shall be undertaken in areas of mutual interest. Such cooperation will be carried out on the basis of equal and mutual advantage.

Art. 2: The cooperation may be implemented in the following ways:

- (a) Exchange of visits by scholars;
- (b) Participation in research programmes;
- (c) Sharing scientific information, documentation and scientific publications;
- (d) Study meetings, seminars and courses on the subjects laid down in the agreement.

Art. 3: As far as the implementation of cultural and academic cooperation in different areas is concerned, subsequent executive protocols will establish possible initiatives of mutual interest, exchange of scholars, joint research programmes and financial contributions.

Art. 4: Each Institution shall ensure, in compliance with its respective laws and regulations, the assistance and facilitations for scholars temporarily residing on its territory, under the provisions of this agreement.

Art. 5: IIT Kharagpur and UMSMS will adhere to the intellectual laws of their respective organizations & countries. Intellectual property developed during the academic programme and collaborative projects will be governed by the rules of both the organizations & countries unless otherwise specified by an alternate agreement on a case-to-case basis. The two organizations & countries shall jointly own results of clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.

Art. 6: Both IIT Kharagpur and UMSMS will appoint a coordinator each, who will have continuous interaction to monitor the collaborating MOU and make the MOU a success.

Art. 7: This agreement is subject to the approval of the competent authorities, according to the national laws of each Institution, and will come into force when the signatures by both coordinators (the one of the UMSMS and that of the IIT Kharagpur) are affixed.

*Arif Khan
May 10th 2007*

Art. 8: This agreement shall remain in force for three years, and will be automatically renewed for an equal period, barring communication expressed by either of the parties to withdraw, at least three months before its expiry.

Art. 9: An arbitrator's council, made up of a member chosen by each contracting party and a jointly chosen one, shall resolve any possible controversy concerning the interpretation and application of this agreement.

On behalf of UMSMS



Dean
University of Massachusetts School of Marine Sciences
Olney Hall
265 Riverside Street – Room 301B
Lowell, MA 01854-5045

On behalf of IIT Kharagpur



Dean (AA & IR) May 10th, 2007
Indian Institute of Technology
Kharagpur – 721 302
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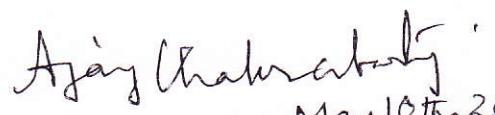
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