

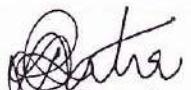
Office of Dean (AA&IR)
IIT Kharagpur

Dt: 15th December, 2008

Enclosed please find a copy of the MOU between IIT Kharagpur and The University of Western Ontario, Canada, duly signed by the Competent Authority of IIT Kharagpur & University of Western Ontario, Canada.

Registrar may kindly take necessary action in this regard.

Encl: As stated


(Amit Patra)
Dean (AA&IR)

REGISTRAR



November 20, 2008
Indian Institute of Technology - Kharagpur
Attn: Dr. Amit patra

Research Agreement Request for Signatures

Please find attached two (2) original copies of the new Agreement for International Research Collaboration between **The University of Western Ontario** and Indian Institute of Technology, Kharagpur, West Bengal, India.

Please sign both (2) copies of the agreement, retain one (1) copy for your files, and send the remaining copy back to me at your earliest convenience.

If you have any questions regarding this exchange agreement please feel free to contact me directly at any time.

Sincerely,

A handwritten signature in blue ink that appears to read "Goretti Fordyce".

Goretti Fordyce
Agreements Coordinator
The University of Western Ontario
Research Development & Services
Support Services Building, Rm 5150
London, Ontario CANADA N6A 3K7
Tel: +1 519-661-2111 x.80180
Fax: +1 519-661-3907
gfordyc3@uwo.ca

**MEMORANDUM OF UNDERSTANDING
FOR
INTERNATIONAL RESEARCH COLLABORATION**

between

Indian Institute of Technology,
Kharagpur, West Bengal, India

and

The University of Western Ontario
London, Ontario, Canada

THIS AGREEMENT is effective as of the 1st day of May 2008 and is entered into between the Indian Institute of Technology Kharagpur and The University of Western Ontario, c/o Research Development & Services, Stevenson-Lawson Building, London, Ontario N6A 5B8, Canada.

IN CONSIDERATION OF the mutual covenants of the parties set forth below, the parties agree as follows:

1. **PURPOSE**

Indian Institute of Technology Kharagpur and The University of Western Ontario believe that the quality of research and teaching is strengthened by the establishment of international cooperation links and wish to enter into research collaboration with a view to their mutual enrichment in scientific, academic, and cultural areas.

2. **OBJECTIVE**

The general objective of this agreement is to establish long-term research collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries in which the parties are respectively located.

The initial focus will be in the area of Intellectual Property and Computer Science. Other areas of cooperation may develop at a later time.

3. **MANNER OF IMPLEMENTATION**

The collaboration contemplated by the Agreement will be implemented by:

- a. the exchange of researchers,
- b. the exchange of scholarly and pedagogical materials,
- c. the coordination of collaborative research programs.

For purposes of this Agreement, "researchers" means the following:

- ♦ faculty members
- ♦ postdoctoral fellows
- ♦ senior undergraduate students and graduate students participating in the exchange for the purpose of research (rather than receiving credit for courses taken)

4. **EXCHANGE OF RESEARCHERS**

- a. The participation of any researcher from either university in the exchange will be subject to the prior approval of such researcher by the other university.
- b. Each university undertakes to maintain the salary and supplementary benefits of its own faculty members who participate in the exchange, consistent with its faculty leave policies and other policies in effect from time to time.
- c. Each university will endeavour to raise funds for travel to the host university for its own researchers wishing to participate in the exchange.
- d. Participants from each of the universities, while in attendance at the other university's facilities, shall abide by the rules and regulations of that host university regarding the use of facilities and conduct, and shall be subject to the laws of the host country.

5. **RESEARCH PROGRAM MANAGEMENT**

Each university will appoint one (or, if appropriate, more than one) research program director to ensure that the research collaboration proceeds according to a reasonable plan and to ensure that the purposes, objectives and terms of this Agreement are carried out. Each university may at any time name a successor to, or replacement of, its research program director(s).

For the initial period of the agreement the research directors will be:
Prof. Lalu Mansinha and Prof. Mark Perry of UWO
Prof. Subhasish Tripathy and Prof. Amit Patra of IITK

6. **ASSISTANCE TO EXCHANGE PERSONNEL**

Each university agrees to accept visiting researchers within the parameters of this Agreement, and will assist visiting researchers to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance. Subject to the availability of funding, each university will endeavour to assist the visiting researchers with local transportation costs.

7. **INTELLECTUAL PROPERTY**

In the context of their respective policies and procedures, both universities agree to share any intellectual property that is developed as a result of

collaboration as between the universities pursuant to this agreement. Intellectual property that has been independently developed by a university shall be retained by the originating university. This provision is the over-arching agreement in principle, and shall be administered in accordance with the attached *Intellectual Property Statement*.

8. **INSURANCE**

The parties to this Agreement acknowledge that they do not provide visiting researchers with medical or hospital or personal property insurance nor are they responsible for any medical or hospital expenses or any other loss suffered by any visiting researcher. It is required that visiting researchers, or their home university, ensure that adequate provision for their needs is made in these areas.

At The University of Western Ontario, visiting researchers are required to purchase coverage under the University Health Insurance Program (UHIP) from the Department of Pensions and Benefits, unless they can demonstrate that they already possess equivalent or greater coverage from another insurance program or plan.

Upon request, the host university will make reasonable efforts to assist visiting researchers to obtain such insurance, as appropriate, but such assistance shall not include financial assistance.

9. **DURATION AND AMENDMENT OF AGREEMENT**

This Agreement shall have effect and be binding upon the parties hereto for a period of five (5) years from the date of this Agreement. Each university represents that it has the authority to enter into this Agreement and to support the intended collaborative research initiatives. This Agreement may only be amended by the mutual consent of all parties in writing.

10. **EARLY TERMINATION**

This Agreement may be terminated at any time upon the written mutual consent of the parties, or upon either party giving twelve months written notice of termination.

11. **FREEDOM FROM DISCRIMINATION**

Each party acknowledges to the other that it subscribes to a policy of non-discrimination, which requires its employees not to discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Each university shall abide by these principles in the administration of this Agreement

and neither university shall impose criteria for the exchange of researchers that would violate these principles of non-discrimination.

12. **LANGUAGE**

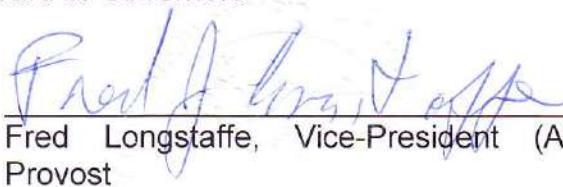
Although a translation of this Agreement may be prepared in another language, it is understood and agreed that this English-language version is the official and binding document between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first written.

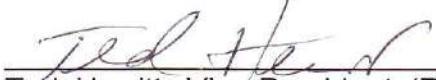
THE UNIVERSITY OF WESTERN ONTARIO

The Board of Governors

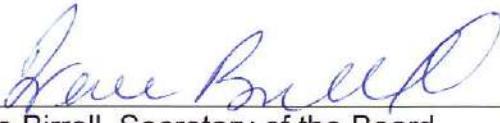
Per:


Fred Longstaffe, Vice-President (Academic) and Provost

Per:

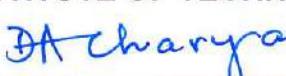

Ted Hewitt, Vice-President (Research & International Relations)

Per:


Irene Birrell, Secretary of the Board

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

Per:


Damodar Acharya, Director, IIT Kharagpur

Per:


Amit Patra, Dean Alumni Affairs & International Relations

Per:


Subhasish Tripathy, Head, Rajiv Gandhi School of Intellectual Property Law, IIT Kharagpur

AGREEMENT FOR INTERNATIONAL RESEARCH COLLABORATION***Intellectual Property Statement (Clause 7)***

a) For purposes of this section:

- i) "Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;
- ii) "Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and
- iii) Where a provision is to the effect that The University of Western Ontario owns any Intellectual Property, such provision shall be read to mean that The University of Western Ontario, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

(b) Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

- (i) All Intellectual Property of a university (and its third party licensors) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that university. The other universities shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named university for purposes of the Project and for internal teaching and research purposes.
- (ii) Ownership of jointly developed Intellectual Property shall be determined by the participating universities on a Project basis, having regard to the nature, quality and extent of the contributions by the respective universities.

- (iii) Any commercialization of jointly-developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors of the contributing universities.
- (iv) Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly-developed Intellectual Property shall be determined by arbitration in accordance with the rules of the International Chamber of Commerce.

OFFICE OF DEAN (AA & IR)
IIT KHARAGPUR

Dt: 28.11.2008

Enclosed please find the 2 (two) copies in original of the MOU between IIT Kharagpur and University of Western Ontario, Canada. Director is requested to kindly put his signature on those copies to enable us to send one signed copy to the University of Western Ontario, Canada. In this connection, a copy of the minutes of MOU Committee meeting held on 30.09.2008 is also attached for kind perusal.

Submitted.

Encl: As stated


(Amit Patra)
Dean (AA&IR)

~~DIRECTOR~~

*DKhargpt
28.11.08*