



**Office of International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721 302**



No: 1902/2023/OIR

Date: 21.06.2023

Sub: Approval for Letter of Intent (LoI) for Joint Certification Course by Georgia Tech. and IIT Kharagpur

IIT Kharagpur (IITKGP) and Georgia Institute of Technology (GT) plan to start an online, Joint Certificate Course on "Introduction to Devices and Systems Packaging" targeted towards industry, academia and students. This is of significant relevance in the context of Govt's India Semiconductor Mission (ISM). An MoU has been signed between the two Institutes recently to facilitate this activity. The proposed certification course was approved by the Senate of IIT Kharagpur during its meeting on 31-May-2023.

The course will be coordinated by Prof. Rao R. Tummala, Distinguished Professor and Founding Director of Microsystems Packaging Research Center (PRC) at GT and Prof. Anandaroop Bhattacharya, Professor of Mechanical Engineering Dept. at IITKGP. It is planned to start in August 2023 and will involve 40 hours of instruction over a period of 4 months by distinguished experts from academia and industry in India and USA.

A joint certificate comprising of the logos of both Institutes will be given to the participants of the course on successful completion. Prof. Tummala, who is also advisor to India Semiconductor Mission (ISM), Govt. of India, will be the authorised signatory from GT, while Dean (Outreach & AA) along with Associate Dean (CE&T/IoE) will be signatories from IITKGP. The honoraria for the US based instructors and GT's share of coordination fee will be sent to the GT course coordinator for further disbursements.

A Letter of Intent (LoI) has been drafted for the above purpose and agreed upon by both sides. Prof Tummala has been authorised to sign it on behalf of GT in his capacity as their Distinguished Professor and in the context of his role as Advisor to ISM.

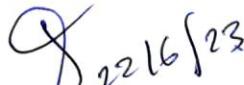
It may be noted that the Certificate Programme was approved in the IITKGP Senate on 31.05.2023.

In light of the above it is proposed that:

1. IIT Kharagpur signs the attached agreed upon Letter of Intent (LoI)
2. The signatory from IIT Kharagpur be the Dean, Outreach & Alumni Affairs

The above is placed for your kind consideration and approval.


Associate Dean (IR & Ranking)


Dean (Outreach & Alumni Affairs)

Director

Why approval once the
MoU is signed?



MEMORANDUM OF UNDERSTANDING

**The Board of Regents of the
University System of Georgia by and on behalf of
Georgia Institute of Technology
and
Indian Institute of Technology, Kharagpur**

This Memorandum of Understanding ("MOU") is made and effective as of last date of signature below ("Effective Date") by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** ("Georgia Tech") having its principal offices located at 225 North Avenue, Atlanta, GA 30332 and **Indian Institute of Technology, Kharagpur** ("IITKGP") having its principal offices located at IIT Kharagpur Campus, Kharagpur, Dist – Midnapore (W), West Bengal 721302.

Georgia Tech and IITKGP are sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, Georgia Tech and IITKGP have complementary interests and have the present intent to enter into discussions between authorized representatives to establish specific research, education, and financial arrangements, which may lead to opportunities of mutual benefit; and

NOW THEREFORE, the Parties agree as follows:

1. Areas of Cooperation. The Parties agree to explore the possibilities of cooperation in the following general areas:

- Faculty exchange
- Student exchange
- Exchange of scientific and teaching materials
- Joint research projects
- Joint Certification courses
- Dual/Joint degree programmes
- Conferences/Workshops/Symposia

2. Research Collaboration. Georgia Tech and IITKGP will initiate collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date, which shall outline the terms and conditions applicable to each activity, and as Georgia Tech is permitted under U.S. export laws and regulations, and as IITKGP is permitted under the laws, rules, regulations and policies of Govt. of India and its Ministry of Education. The Parties understand and agree that the Georgia Tech Research Corporation is a cooperative organization of Georgia Tech and shall enter into any research agreements on behalf of Georgia Tech. Similarly, the office of Sponsored Research and Industrial Consultancy (SRIC) at IITKGP shall enter into research agreements on behalf of IITKGP.

Joint research projects may be explored by appropriate faculty members with the approval of the Parties according to the established procedures at each institution.

3. Confidentiality. Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written nondisclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.

4. **Use of Names, Trademarks and Likenesses.** Neither Party may use the name or trademark of the other Party in any form of advertising or publicity without the express written permission of the other Party and in accordance with that Party's applicable terms, guidelines and/or policies. Each Party must seek permission from the other Party by submitting the proposed use for review and request for permission well in advance of any deadline.

Notwithstanding anything herein, neither Party shall state or imply support, endorsement or sponsorship of the other in any materials or in connection with any of its activities, including, but not limited to, advertising, promotions, or marketing.

As applicable, both Parties shall be responsible for obtaining any necessary publicity releases, likeness/image releases and intellectual property rights in connection with their activities hereunder.

5. **Anticorruption Compliance.** Each Party represents, to the best of its knowledge and belief, that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (*i.e.* any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where such payment, gift, promise or advantage would violate their applicable anticorruption laws, including but not limited to, the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (FCPA) and relevant acts under the Indian Penal Code.

6. **Export Control.** The Parties understand and agree to comply with all applicable export control laws and regulations. Georgia Tech's performance hereunder is subject to applicable U.S. export control laws and regulations.

7. **Severability.** If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.

8. **General**

- a. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. Neither Party has the right or authority to bind the other Party, by contract or otherwise, to any obligation nor make any commitment, representation or warranty for or on behalf of the other Party. Each Party shall be responsible for its own acts, omissions and the results thereof.
- b. This MOU does not restrict either Party from collaborating with any other third parties in the areas specified in this MOU.
- c. This MOU is a ***non-binding expression*** of the current intentions of the Parties and does not create any legally binding rights or obligations on either Party nor will either Party incur any expense hereunder until and unless definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.
- d. Georgia Tech as an educational institution of higher learning is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelor's, master's, and doctoral degrees. IITKGP is an Institute of Eminence established under The Institutes of Technology Act, 1961 of the Govt. of India giving legal status, including degree granting powers at bachelor's, master's and doctoral levels to its admitted and enrolled degree seeking students. The Parties agree that Georgia Tech's accreditation does not extend to or include IITKGP or any students outside Georgia Tech, and likewise IITKGP's degree granting powers does not extend to or include Georgia Tech or any students outside IITKGP.

- e. This MOU shall extend from the Effective Date and continue for a period of **five (5)** years. This MOU may be revised or renewed by mutual written consent of the Parties.
- f. Either Party may terminate this MOU upon six (6) months' written notice. In the event of termination, participating students in any educational programs of the Parties at such a time shall be permitted to complete their activities in accordance with the terms of this MOU.
- g. This MOU is written in English and may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed as of the Effective Date by their duly authorized representatives.

**THE BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF OF
GEORGIA INSTITUTE OF TECHNOLOGY:**

DocuSigned by:
Signature: Bernard Kippelen
AAB6B80F07E0416

Name: **Bernard J. Kippelen**

Title: **Vice Provost for International Initiatives**

Date: 5/22/2023 | 9:41 AM EDT

INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR:

Signature: J

Name: **Jayanta Mukhopadhyay**

Title: **Dean, Outreach and Alumni Affairs**

Date: 6/12/2023 | 6:30 PM IST

Reviewed by GT OGC Legal Affairs: Yolonda L. Cameron, May 10, 2023

Signed

Letter of Intent

GEORGIA TECH AND IIT KHARAGPUR

Joint Certificate Course on “Introduction to Devices and Systems Packaging” (online)

Georgia Institute of Technology, located in Atlanta, Georgia, USA (GT) and Indian Institute of Technology Kharagpur located in Kharagpur, West Bengal, India (hereinafter called IITKGP) signed an MoU in June 2023 to explore the possibilities of cooperation in different areas of education, research, knowledge sharing and outreach activities.

An online Joint Certificate Course on “Introduction to Devices and Systems Packaging” with the following features and terms is planned under the MoU.

1. The course will be conducted in online mode and offered to working professionals in industry, academia and students.
2. The course will be largely based on the textbook written by GT professors led by Prof. Rao. R. Tummala, Distinguished Professor at GT and Advisor to India Semiconductor Mission, Govt. of India.
3. Both Institutes agree to the use of their name and logo in marketing brochures and promotional materials for the course and the final certificate can be signed by Prof. Tummala as the creator of the book and the course to be given to participants upon successful completion of the course.
4. The first offering of the course is planned to start in August 2023 and will involve 40 hours of instruction over a period of 4 months. The course will be taught by eminent researchers from academia and industry in USA and India as consultants.
5. The coordinators for the course will be Prof. Rao R. Tummala, Distinguished Professor at GT and Prof. Anandaroop Bhattacharya, Professor of Mechanical Engineering Dept at IITKGP.
6. Prof. Rao R. Tummala, Distinguished Emeritus Professor and Founding Director of Microsystems Packaging Research Center (PRC) from GT, and Dean (Outreach and Alumni Affairs) along with Associate Dean Outreach (CE&T/IOE) will be the signatories on the certificates.
7. IITKGP will be responsible for operational execution of the online course as well as all financial matters including collection of fees and required payments.
8. IITKGP will send the compensation for US based instructors and share of coordination fee to the GT coordinator

IN WITNESS WHEREOF, the Parties have caused this Letter of Intent to be duly executed as of the Effective Date by their duly authorized representatives.

THE BOARD OF REGENTS OF THE UNIVERSITY

**SYSTEM OF GEORGIA BY AND ON BEHALF OF
GEORGIA INSTITUTE OF TECHNOLOGY:**

Signature:

Name: **Rao Tummala**
Title: **Distinguished Professor &
Course Coordinator, Georgia Tech**
Date: _____

INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR:

Signature:

Name: **Jayanta Mukhopadhyay**
Title: **Dean, Outreach & Alumni Affairs**
Date: _____

Letter