MEMORANDUM OF UNDERSTANDING

between

Krishan K. Sabnani

and

INDIAN INSTITUTE OF TECHNOLOGY DELHI

for creation of

Ram and Sita Sabnani Chair Professorship

This memorandum of understanding (MoU) between Krishan K. Sabnani (or "Donor", for short), resident of 206 Golf Edge drive, Westfield, NJ 07090 USA, and Indian Institute of Technology Delhi (or "IITD", for short), New Delhi 110 016, India has been entered into on 27th February 2009 with a view to establish the "Ram and Sita Sabnani Chair Professorship" (or "Chair", for short) in Indian Institute of Technology Delhi.

Objectives:

The establishment of the Fellowships is expected to:

 promote excellence and leadership in teaching, research and development in the discipline of Computer Communications

2. facilitate wider and deeper interaction between the industry and IITD faculty and improve research quality in India.

Terms and Conditions:

The creation and operation of the Chair will be subject to the following terms and conditions:

- 1. The Chair will be governed by the prevailing guidelines for "Appointment of faculty against a Chair" approved by BoG in its 154th meeting held on 23rd February 2006 and 24th March 2006 (copy of which is enclosed as Annexure 1), and any subsequent amendments to it by the BoG.
- 2. The donor has deposited a sum of INR 24,89,924 with IITD through IIT Delhi Excellence Foundation (IITDEF), USA to help fund the endowment used to establish the Chair.
- 3. IITD will make available to the incumbent an amount 0.2 million each year as research grant, to be used by the incumbent in accordance with the guidelines identified above.
- 4. A Managing Committee, with Director IITD as Chairman, two faculty members from IITD and a representative of the Donor, will periodically review the functioning of the Chair and the utilization of funds.
- 5. IITD will send each year to the Donor an audited statement of account in respect of receipts and expenditures from the funds used to establish the Chair.
- 6. The Chair will be in operation for a period of at least 20 years, before which time the Managing committee will determine whether operation of the Chair will continue or the manner in which available funds will be disposed off.
- 7. This MoU is agreed to and signed subject to approval of the respective academic and/or administrative bodies.

Signed by:

Krishan Kuman Sabraii

Krishan K. Sabnani

Date: Feb. 27th, 2009

Signed by:

Director on behalf of

Indian Institute of Technology Delhi

Date: 27-2-69

Guidelines for "appointment" of faculty against a Chair (approved by the BoG in its 154th meeting held on 23rd February 2006 and 24th March 2006)

Eligibility: Anyone with a track record of an outstanding teacher or researcher in the rank of Associate Professor or Professor or a person with R& D experience from industry would be eligible to be considered for "appointment" against the Chair. Anyone who is being considered for Chair position would first be appointed against one of the positions available in IIT (including "regular" faculty, "visiting" faculty, or "Emeritus" faculty positions). Further, if the MoU that provides for the establishment of the Chair explicitly identifies a discipline, area or an expertise, then only those who possess the requisite expertise stated in the MoU would be eligible.

<u>Duration of Chair</u>: The "appointment" against the Chair is nominally made for a period of <u>up to five years</u>, but such that it does <u>not</u> extend beyond his/her term of employment as Associate Prof. or Professor, or Visiting Faculty/Professor or Emeritus Fellow/Professor. However, continuation into the fourth and fifth years will be subject to a review at the end of the third year. Further, an individual may be eligible to be considered for re-appointment, together with other eligible candidates, for a period of up to 5 years (without a break) any number of times.

<u>Designation</u>: The faculty member who has been "appointed against the Chair" will be called "XXX Chair Associate Professor" or "Visiting XXX Chair Faculty/Professor", or "XXX Chair Emeritus Fellow/ Professor".

Research grant: The faculty so appointed as "Ram and Sita Sabnani Chair" will receive at the beginning of each year a research grant of Rs. 2 lakhs. Further,

- (a) The research grant will be deposited with the IRD, and may be used for any academic purpose (including hiring of research students/ staff, undertake domestic or international travel by him/her or his/her students or his/her colleagues, or incur expenses towards specialized training in India or abroad, or procure equipment, supplies and books, or source support services, or invite his/her collaborators for short visits to IIT, etc.), and to draw, at his/her option, an honorarium of Rs. 10,000 per month for the duration that he/she is appointed against the Chair. The faculty so appointed as "Ram and Sita Sabnani Chair" will operate the research grant in a manner similar to the way he/she currently operates a sponsored research project. The unutilized funds at the end of the tenure of the appointment against the Chair, if any, shall be ploughed back to the endowment fund. "Institute overheads", normally charged from sponsored projects or consulting projects, may not be deducted from the research grant.
- (b) Unless otherwise agreed to by the Director, the following guidelines will be used to spend the research grant, less any honorarium drawn by him/her: up to 60% for domestic or international travel, up to 25% for training, up to 100% for research students/ staff, equipment, books and supplies, up to 25% for support services.
- (c) For each individual Chair the research grant (whether it is Rs. 2 Lakhs) will depend upon the earning that accrues from investing the corresponding corpus of the Chair, or as agreed upon in the MoU that provided for the establishment of the Chair. In case where the donor or a fund is expected to provide an annual contribution towards the Chair, the amount of the research grant will be the same as the annual contribution to the Chair.

<u>Salary and benefits</u>: There shall be no change in the salary or in any other benefit, including housing, LTA, medical coverage, pension benefits, increments, leave, etc. In addition to these salary and benefits, and as stated above, the incumbent may, at his/her option, draw an honorarium of Rs. 10,000 per month.

<u>Teaching/research commitments</u>: As a result of the "appointment" against the Chair, there will be no change in the stipulated responsibilities of the faculty member in respect of teaching/ research/ or administration. Additionally, however, the faculty so "appointed" as "XXX Chair" will be expected to fulfill the charter laid out in the corresponding MoU that provided for the establishment of the Chair.

Intellectual property rights: As a result of the "appointment" against the Chair, there shall be no change in the rights applicable to intellectual property developed by the faculty member and/or his/her students and/or his/her collaborators.

Selection procedures: A Selection Committee specifically constituted for the purpose will "appoint" a faculty member against the Chair. It shall have the following constitution: (a) Director as its Chairman, (b) two experts from a panel of experts approved by BoG, (c) a nominee of the donor, and (d) Deputy Director (Faculty). Further, this committee would also be empowered to appoint a "visiting faculty" if the person is considered for appointment against the Chair is neither a regular faculty nor an Emeritus Fellow.

- (a) The Director may appoint a Search Committee or a Screening Committee. Its constitution will depend upon whether or <u>not</u> the MoU that provided for the establishment of the Chair explicitly identifies a discipline, area or an expertise.
- (b) If the MoU requires that the Chair be placed in a given department, centre or a school then a faculty member may only be considered after the department, centre or a school where the Chair is to be placed has recommended him. This will also apply in case a person is simultaneously being considered for appointment as a Visiting faculty/Professor and for "appointment" against a Chair.