



האוניברסיטה העברית בירושלים
THE HEBREW UNIVERSITY OF JERUSALEM
الجامعة العبرية في اورشليم القدس



**Memorandum of understanding
Agreement to Establish a Collaborative Research Grant Program**

between

Hebrew University of Jerusalem

and

Indian Institute of Technology Delhi

This Agreement to Establish a Collaborative Research Grant Program (the "Agreement") is made and entered into effective as of the _____ by and between the Hebrew University of Jerusalem (HUJI), Israel and Indian Institute of Technology Delhi (IITD), India.

WHEREAS, HUJI and IITD (together, the "Parties") share an ongoing commitment to cooperative research collaboration and aim to build collaboration between the Parties; and

WHEREAS, the objective of the Agreement is to establish a collaborative research grant program.

NOW THEREFORE, for and in consideration of the mutual premises, promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Research Grant Program.** The Parties wish to establish a collaborative research grant program (the "Program") and encourage applicants from each institution to jointly submit applications for innovative and sustainable joint projects built around collaborative research, as further described in Appendix A, which is attached and made a part hereof, and agreed to by the Parties.
2. **Publications.** Any publications (i.e., abstracts, articles) or dissemination (i.e. public presentations) arising from the Program ("Publications") should acknowledge financial assistance received from HUJI and IITD. Copies of Publications or notification of presentations should be submitted to the IRD Office at IITD and the International Office at HUJI.

Signature

3. **Confidentiality:** The Parties, researchers, students and others that need to know, involved in each collaboration shall be bound by a contractual obligation of confidentiality.
4. **Intellectual Property Rights.** Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of, and outside of a project under, the Program ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is granted or implied by the Agreement or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to the Agreement.

The Parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated in projects under the Program. The Parties agree that ownership of any such proprietary materials shall be governed and determined by applicable law according to section 9. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to the Agreement or to any individual employee or other representative of a party, all such rights are expressly reserved, and the Agreement and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to the Agreement or any of their individual employees or representatives, all such rights are expressly reserved, and the Agreement and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

The Parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.

Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research results, data, data compilations, or copyrightable expression.

5. **Use of Logos and Names.** Except as set forth in Section 2 above, neither party may use the name or any identifying marks of the other without the express written permission of the other party.
6. **Non-Discrimination.** The Parties agree that, in fulfilling their respective obligations and duties under the Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin,

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citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

7. **Anti-Corruption.** The Parties represent, warrant, and agree that they have not taken, and will not take, any action related to or arising out of the Agreement, which in any way violates, or aids or abets any violation of the applicable anti-corruption laws in Israel or India, or the applicable anti-corruption laws of any country where a project funded under the Program is carried out. Specifically, and not in limitation of the foregoing, the Parties represent, warrant, and agree that they have not, and will not, in connection with the Agreement, directly or indirectly request, give, offer or promise to give, or authorize another party to give any money or anything of value to any person (whether or not such person is a government official) for the purpose of inducing such person to improperly take or improperly omit to take any action in order to secure a business advantage.
8. **Term and Termination of Agreement.** The Agreement shall be in effect for three (3) years from the date first written above. It is understood that the Agreement may be subject from time to time to revision or modification by mutual agreement and may be cancelled by either party by providing the other party with ninety (90) days prior written notice. Notwithstanding the foregoing, either party reserves the right to cancel the Agreement and shall not be liable to the other party in the event of a natural disaster, civil unrest, disease outbreaks, act of God, war, strike, or governmental restrictions.

Projects under the Program that were funded prior to termination or cancellation of the Agreement shall remain in effect and shall cease upon completion according to the respective application.

Section 2 and section 3 of this Agreement will remain in effect until all projects under the Program are finalised.

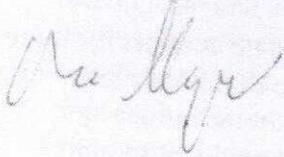
9. **Applicable law and dispute resolution.** Any dispute arising out of in connection with the execution or the interpretation of this Agreement:
 - a. In the first instance representatives of the Parties shall meet to endeavor to settle such dispute amicably by negotiation in good faith.
 - b. If the Parties are unable to settle such dispute by negotiation then the Universities will attempt to settle such dispute by non-binding mediation, using Skype or other video-conferences options.
 - c. If the Parties are unable to settle such dispute by mediation, then the dispute will be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings will be held in English.

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10. **Miscellaneous.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Agreement is the sole agreement between the Parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by both Parties. Should any part or provision of the Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if the Agreement had been executed with the invalid or illegal portions thereof eliminated.

IN WITNESS WHEREOF, the undersigned hereby execute the Agreement as of the date first written above.

The Hebrew University of Jerusalem



Prof. Oron Shagrir
Vice President for International Affairs
Date: January 3, 2021

Indian Institute of Technology Delhi



Prof. Sunil Khare
Dean, Research and Development
Date **Jan 4, 2021**

Appendix A

Collaborative Research Grant Program

1. The Parties will work together to develop an appropriate application process and rules and application selection committee and selection guidelines for the Program, which will be distributed by each party.
2. Each application must have two principle investigators: one from IITD and one from HUJI. Full-time regular faculty members from all schools and disciplines are encouraged to submit funding applications for innovative and sustainable projects built around collaborative research projects that include IITD and HUJI faculty as Co-PI's. The expectation is that these projects will lead to long-term research collaborations, institutional relations, and, project appropriate outcomes including, but not limited to, external funding, publications, symposia and workshops, and/or artistic performances and exhibitions.
3. The collaborative research grants will be funded by a joint fund of USD 40,000 (USD 20,000 from each university) per year. Collaborative Research Grant guidelines will provide additional details.
4. Funds must be primarily used for research, such as travel and related expenses between HUJI and IITD or to other research locations. Grants should be spent within the period indicated in the project submission or, as a maximum, within 24 months of receipt of funding.
5. Principle investigators, and all team members who are not students, must be regular, full-time faculty at IITD and HUJI. Applications from faculty in all schools, departments, or programs are welcome. Proposals will be assessed based on academic quality and impact, innovation, relevance to the universities' research strategies, and relevance to fostering long-term research collaborations between IITD and HUJI.
6. Applications for projects that support activities involving graduate and undergraduate students are encouraged. Applications for projects that support activities linked to any of HUJI's and IITD's strategic partners/strategic country initiatives are also welcome. Research proposals that include hosting a symposia/workshop as one non-primary line item, are acceptable.
7. Selection of proposals for funding must be agreed upon by both parties. Selection committees will send their funding recommendations to the Dean Research and Development at IITD and to HUJI's International Office. If there are differences between funding recommendations from the selection committees, final funding agreement to be determined by Dean Research and Development at IITD and the Vice-President for International Affairs at HUJI.