



**Memorandum of Understanding for academic cooperation
between
Indian Institute of Technology Delhi (IITD)
and
Universiti Brunei Darussalam (UBD)**

Indian Institute of Technology Delhi (IITD) and Universiti Brunei Darussalam (UBD) (hereinafter referred to individually as the “Party” and collectively as the “Parties”) recognize their strengths in research and education in one or more disciplines of science, engineering and management and their mutual interest in engaging themselves in academic cooperation.

1. Therefore, IITD and UBD agree to establish a programme for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU). IITD and UBD agree to
 - a. exchange information on research and educational programmes,
 - b. exchange information on teaching, learning material and other literature relevant to their educational and research programmes,
 - c. jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein,
 - d. jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
 - e. jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein,
 - f. exchange, on a reciprocal basis, faculty and students for limited periods for purpose of education and/or research.

IITD and UBD agree that detailed terms and conditions that guide each activity identified above if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of the proposed activity and financial arrangements.

2. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. In case of a joint publication, the use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. Further, the Parties shall not assign any

rights and obligations arising out of the IPR generated from inventions/activities carried out under the MoU to any third-Party without consent of the other party. Commercialization of technology in any other country shall be done jointly through a separate agreement. All Confidential Information shall remain the exclusive property of the disclosing party.

3. Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. The coordinators, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.
4. This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years and maybe continued thereafter after suitable review and agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IITD nor UBD will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITD and UBD will ensure that all activities in progress are allowed to complete successfully.
5. Should there be a dispute relating to any aspect of academic cooperation, Director, IITD and Vice-Chancellor/President, UBD will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.
6. Nothing contained herein shall constitute a partnership between or joint venture by the Institutions hereto or constitute either institution as the agent of the other.
7. Unless otherwise stated, this MOU does not constitute or create, and will not be deemed to constitute any legally binding or enforceable obligations on the part of either institution unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the institutions.
8. The Parties agree that the electronic signature of a Party to this MOU will be as valid as an original signature of such Party and will be effective to bind such Party to this MOU. The Parties agree that any electronically signed document (including this MOU) will be deemed:
 - a. to be "written" or "in writing";
 - b. to have been signed; and
 - c. to constitute a record established and maintained in an original written record when printed from electronic files. Such paper copies, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original records created and maintained in documentary form.
9. This MoU is signed subject to the approval of the respective academic/administrative bodies.

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SIGNED IN DUPLICATE at **Delhi, Brunei** on this fourteenth day of December 2020,
all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For Indian Institute of Technology Delhi



Prof Naveen Garg
Dean, Alumni Affairs and International
Programmes

Date: **12 December 2020**

For Universiti Brunei Darussalam



Dr Sabrina Daud
Director of Global Relations
Office of Assistant Vice-Chancellor (Global
Affairs)

Date: **24 December 2020**