STUDENT MOBILITY AGREEMENT

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY DELHI
INDIA

AND

UNIVERSITY OF WATERLOO
CANADA
STUDENT MOBILITY AGREEMENT
Between Indian Institute of Technology Delhi and University of Waterloo

STUDENT MOBILITY AGREEMENT

This Student Mobility Agreement is made between:

INDIAN INSTITUTE OF TECHNOLOGY DELHI, a university established under an act of the Indian Parliament and given the status of Institution of Eminence (IoE) by Government of India with its main campus located at Hauz Khas, New Delhi, India.
(“IITD”)

AND

UNIVERSITY OF WATERLOO, a university established by an Act of the Legislature of the Province of Ontario, with its main campus located at 200 University Avenue West, Waterloo, Ontario, Canada N2L 3G1.
(“Waterloo”)

CONTEXT:

A. IITD and Waterloo (singularly an “Institution”, or collectively the “Institutions”) recognize the benefits of internationalizing their educational programs through student mobility aimed at developing global citizenship and thereby increasing adaptability, cultural sensitivity, and intercultural communication skills.

B. Within their interests and abilities, the Institutions agree to (i) the exchange of information necessary for educational activities; (ii) the encouragement of educational activities involving the other Institution; and (iii) the interchange of students.

C. All contents of the International Exchange Agreement(s) signed in June 2009 will be replaced with the following revisions.

THEREFORE, both Institutions agree to provide for a Program (hereinafter defined) under the following conditions:

1 DEFINITIONS

1.1 In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“Academic Year” refers to, in regards to IITD, the period of twelve months from 1st July to 30th June and in regards to Waterloo, a period of twelve months from 1st September until 31st August.

“Agreement” refers to this Student Mobility Agreement and any schedules and appendices attached, and includes any amendments the Institutions may agree to in writing.
"Applicant(s)" refers to Undergraduate/Graduate student(s) enrolled at either Institution who formally apply to participate in the Program, but who have not yet met admissions criteria and have not been admitted to the Program.

"ELP" refers to English Language Proficiency requirements for admission to the Program.

"Exchange Program" refers to the transfer of Participating Students between the Institutions for one or more Term/Semesters.

"Graduate" refers to studies in pursuit of a master’s degree that is normally one (1) to (two) 2 years in length and/or a doctoral degree that is a minimum of four (4) years in length.

"Home Institution" refers to the Institution in which a Participating Student is enrolled as a degree candidate.

"Host Institution" refers to the Institution that has agreed to receive a Participating Student from the Home Institution for a period of study agreed upon in the Program.

"Indemnitees" refers to any or all of each Institution’s governors, directors, officers, faculty, students, employees, alumni, independent contractors, agents, and volunteers.

"Participating Student(s)" refers to the Undergraduate/Graduate student(s) admitted and participating in the Program.

"Program" refers to the overall student mobility programming operated under this Agreement.

"Signatories" refers to the individual representatives of the Institutions who have legal signing authority to bind their respective Institutions into the Agreement.

"Study Abroad" refers to students sent to Host Institution outside of exchange quota, and requires tuition fees be paid directly to Host Institution.

"Term(s)/Semester(s)" refers to the broad study segments of the Academic Year at the applicable Institution.

In regards to IITD, a two-term/semester system of study is in place with start dates in late July and early January. IITD Academic calendar: https://home.iitd.ac.in/academic-calendar.php.

In regards to Waterloo, a tri-Term/Semester system of study is in place with start dates in September, January, and May. For full details, reference the Waterloo Academic Calendars:

Undergraduate: http://ugradcalendar.uwaterloo.ca/page/uWaterloo-Undergraduate-Calendar-Access
Graduate: https://uwaterloo.ca/graduate-studies-academic-calendar/general-information-and-regulations

"Undergraduate" refers to studies in pursuit of a bachelor's degree that is a minimum of three (3) years in length.

2 SCOPE OF PROGRAM

2.1 Institutional Involvement

Unless amended in writing, this Agreement will apply to all unrestricted academic courses within the Faculty of Engineering at IITD and the Faculty of Engineering at Waterloo. Courses are subject to pre-approval from respective academic units.

2.2 Exchange Program

The Institutions may exchange up to one (1) Participating Student, equivalent to two (2) Term/Semester spaces, per Academic Year in each direction. A Participating Student may study at the Host Institution for one [1] or two [2] Terms/Semesters.

2.2.1 Two Terms/Semesters of study at each Institution is equivalent to one Academic Year; and two Participating Students for one academic Term/Semester is equivalent to one Participating Student for one Academic Year.

2.3 Study Abroad Program

Each Institution may nominate additional Applicants to be enrolled as Study Abroad students at the Host Institution, subject to Study Abroad Program fees being paid to the Host Institution and the Applicants meeting admission criteria.

2.3.1 Participating Students in a Study Abroad Program shall not be counted towards exchange quota.

2.4 Quota Balancing

It is the Institutions' intention that an equal number of Participating Students from each Institution will complete the Program during the term of this Agreement.

2.4.1 The number of Participating Students exchanged will be determined yearly taking into account the balance of Participating Students exchanged to date.

2.4.2 Quota may be adjusted by written mutual agreement of both Institutions.
3 ADMISSIONS

3.1 Selection of Participating Students

The Home Institution will propose Applicants for the Program, and the Host Institution will advise, on an individual basis, regarding the acceptance of Applicants.

3.2 Institution's Right to Refuse

The Institutions may refuse Applicants during the selection process based on space limitations, fiscal constraints, an Applicant's failure to meet admission standards, or external factors such as failure of an Applicant to obtain a valid student visa.

3.3 Inclusivity

Neither Institution will deny participation to, or unlawfully discriminate against, Applicants or Participating Students on the grounds of race, ancestry, national origin, ethnic origin, citizenship, creed, colour, religion, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, or disability, or any other factor prohibited by the applicable laws of Canada or Ontario or Laws of India.

3.4 Minimum Admission Requirements

Applicants must satisfy the following minimum admission requirements to participate in the Program unless otherwise noted in this Agreement:

3.4.1 Prior to participation in the Program, have successfully completed at least one (1) year of Undergraduate education for Undergraduate level Participating Students or a four-year honours Bachelor's degree or equivalent, and having completed at least eight (8) Terms/Semesters at their home institution, for Graduate level Participating Students;

3.4.2 Be of strong scholarly standing:

(a) In regards to IITD, inbound & outbound undergraduate participating students must have a minimum CGPA of 8.0 on a 10 point scale or equivalent; and

(b) In regards to Waterloo, inbound and outbound Undergraduate level Participating Students must have a minimum overall average of 70%. Inbound and outbound Graduate level Participating Students must have a minimum overall average of 75% in the last two years of study, in a completed 4-year Honours Bachelor's degree or equivalent.

3.4.3 Must not be an exchange student from a third institution; and

3.4.4 Meet the Host Institution's language proficiency requirements:
(a) In regards to IITD, have adequate reading & writing skills in English; and

(b) In regards to Waterloo, Applicants must complete one of the listed official ELP requirement tests, with satisfactory scores

Waterloo’s ELP requirements for Undergraduate Applicants:

https://uwaterloo.ca/future-students/admissions/english-language-requirements.

Waterloo’s ELP requirements for Graduate Applicants:

https://uwaterloo.ca/graduate-studies-academic-calendar/general-information-and-regulations/english-language-proficiency

3.5 Travel and Study Documentation

Participating Students are solely responsible for obtaining and maintaining valid travel and study documents for the duration of their studies at Host Institution.

3.6 Pre-departure Orientation and Safety Abroad

Participating Students must complete pre-departure orientation and/or safety training as directed by their Home Institution.

3.6.1 In regards to IITD, Participating Students should participate in a pre-departure information session.

3.6.2 In regards to Waterloo, Participating Students are required to complete all applicable international travel safety and security requirements as outlined by Waterloo International and Co-operative Education prior to departure. This includes, but is not limited to, completion of pre-departure orientation and assessment in LEARN, registration with the University’s International travel safety and security partner, and registration with the government of the country of the passport the student is travelling on.

Participating Students’ travel is subject to Government of Canada travel advisories. Participating Students are required to comply with the Government of Canada travel advisory ratings, which may include restrictions on travel to or within a country.

4 TUITION AND EXPENSES

4.1 Tuition and Incidental Fees

4.1.1 Participating Students enrolled in the Program will pay tuition to their Home Institution.
4.1.2 Participating Students enrolled in the Program will pay incidental fees to both their Home Institution and the Host Institution as required.

4.2 **Health Insurance**

Participating Students are responsible for obtaining appropriate personal health and hospitalization insurance coverage (and other insurance, if required) while in residence at the Host Institution:

4.2.1 In regards to IITD, incoming Participating Students are required to get themselves insured against any eventuality at their own cost for the period of stay at IITD and will have to submit a copy of the Insurance coverage at the time of joining.

4.2.2 In regards to Waterloo, Participating Students are required to enrol in, and maintain coverage through, the University Health Insurance Plan (UHIP) and Waterloo’s student health and dental plan or equivalent.

4.3 **Expenses**

Neither Institution is responsible for any expenses incurred by Participating Students under this Agreement, including, but not limited to, travel/study documents, living, accommodation, medical care, language training, and personal expenses, except when arranged for specific cases or through grants explicitly agreed upon by the Institutions.

4.4 **Facilities and Services**

Campus facilities and support services will be available to Participating Students on the same conditions and, where applicable, for the same incidental fees as for domestic students of the Home Institution.

4.5 **Accommodation**

The Host Institution is not responsible for providing accommodation for Participating Students. The Host Institution may offer advice and assistance to help Participating Students secure housing.

4.5.1 In regards to IITD, Participating Students are eligible to apply for, but are not guaranteed hostel accommodation on IITD Campus. Participating Students should contact the administrative coordinator listed in 6.1.1; and

4.5.2 In regards to Waterloo, Participating Students who receive a formal offer of admission are eligible to apply for, but are not guaranteed, Waterloo accommodation. Information on Waterloo’s on-campus accommodation and private housing can be found on the Student Success Office webpage: [https://uwaterloo.ca/student-success/students/study-abroad-and-exchanges/come-waterloo/exchange#housing](https://uwaterloo.ca/student-success/students/study-abroad-and-exchanges/come-waterloo/exchange#housing).
5 RECORDS

5.1 Regulations

In addition to being subject to the Host Institutions' intellectual property policy as set out in Section 8, Participating Students must comply with the Host Institution's rules and regulations.

5.1.1 In regards to IITD, Participating Students must comply with the following regulations:

(a) All rules & regulations are given in “Courses of study” and “Prospectus”: https://home.iitd.ac.in/curriculum.php

(b) Academic calendar is available at the following link: https://home.iitd.ac.in/academic-calendar.php

(c) All other applicable rules and regulations governing student discipline, academic misconduct, ethical research and academic integrity are available in the Prospectus.

5.1.2 In regards to Waterloo, Participating Students must comply with the following regulations (as same may be supplemented and/or updated from time to time):

(a) Academic Regulations contained in the Undergraduate Studies Academic Calendar: http://ugradcalendar.uwaterloo.ca, and the Graduate Studies Academic Calendar: https://uwaterloo.ca/graduate-studies-academic-calendar/

(b) Academic and non-academic misconduct regulations contained in Policy 71 – Student Discipline: https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-71

(c) Ethical conduct of research through the Office of Research: https://uwaterloo.ca/research/office-research-ethics

(d) Academic integrity through the Office of Academic Integrity: https://uwaterloo.ca/academic-integrity/ and

(e) All other applicable rules and regulations governing student discipline, academic misconduct, ethical research, and academic integrity.

5.2 Full-time Enrolment

Participating Students enrolled in the Program will register as non-degree students and must maintain full-time enrolment at the Host Institution, in the approved course of study, for the duration of the Program:
5.2.1 In regards to IITD, fulltime Participating Students have to be registered for a minimum of 12 credits and a maximum of 24 credits every semester. The same rule applies to exchange students.

5.2.2 In regards to Waterloo, full-time Undergraduate enrolment is equivalent to a minimum 1.50 credits (equivalent to 3 regular courses) per Term/Semester. Full-time Graduate enrolment is typically equivalent to 1-3 course weights (0.50 course weight each) per Term/Semester.

5.3 Official Records and Transcripts

Each Institution will maintain official records for Participating Students during their enrolment in the Program and Terms/Semesters of residence at the Host Institution.

5.3.1 Participating Students will be issued official transcripts by each Institution in a timely manner.

5.3.2 Should translations of official transcripts and/or other documents be required, Applicants and Participating Students shall be responsible for this requirement and any associated costs.

5.4 Requirement to Return to Home Institution

Participating Students must return to their Home Institution upon completion of the Program to complete their program of study. No extension of a Participating Student's stay shall be agreed by the Host Institution unless also agreed by the Home Institution.

5.5 Privacy and Data Collection

Subject to the applicable laws or regulations of each Institution regarding privacy and access to student information, each Institution agrees to transmit to the other:

5.5.1 Grades for all courses completed or attempted by Participating Students; and

5.5.2 Disciplinary case summaries when a penalty has been imposed.

Each Institution will use reasonable efforts to obtain its Participating Students' consent to the release of the information described in this section to the other Institution.

5.6 Transfer Credits

5.6.1 The Institutions agree that wherever possible, grades for credit courses successfully completed at a Host Institution will be assessed and transfer credit awarded.
5.6.2 Transfer credits should be recognized as contributing to degree requirements at the Home Institution; however, this remains subject to the Home Institution’s discretion.

5.6.3 The Institutions will provide sufficient course information, including course syllabi, upon request, for courses taken by Participating Students under this Agreement to determine which courses qualify for transfer credit.

6 COORDINATORS

6.1 Administrative Coordinator

Each Institution agrees to appoint an Administrative Coordinator for the Program to serve as the contact for matters related to Program administration and to ensure necessary approvals are in place and the general welfare of Participating Students.

6.1.1 In regards to IITD, the Administrative Coordinator of this Program is:

Ms. Richa Saxena
Executive Assistant
Alumni Affairs & International Programme
Phone: (+91)-011-26597210
Email: intloff@admin.iitd.ac.in

6.1.2 In regards to Waterloo, the Administrative Coordinator of this Program is:

Sacha Geer, PhD
Manager, International Mobility and Intercultural Learning
Student Success Office
Phone: +1 (519) 888-4567, ext. 40193
Email: sacha.geer@uwaterloo.ca

6.2 Partnership Coordinator

Each Institution agrees to appoint a Partnership Coordinator to serve as the contact person for matters related to the institutional level relationship and other partnership details.

6.2.1 In regards to IITD, the Partnership Coordinator for this Agreement is:

Mr. Danish Ansari
Jr. Assistant
Alumni Affairs & International Programme
Phone: (+91)-011-26597210
Email: intldean@admin.iitd.ac.in

6.2.2 In regards to Waterloo, the Partnership Coordinator for this Agreement is:

Ishari Waduwaru-Jayabahu
7 NOTICES

7.1 Any notice to be given under this Agreement shall be in writing and addressed to the appropriate Contact for Notices.

7.1.1 In regards to IITD, the Contact for Notices of this Agreement is:

Prof. Naveen Garg
Dean, Alumni Affairs & International Programme
Room No. AD-216, Administrative Block, Hauz Khas, New Delhi-110016, India
Phone: (+91)-011-26591713
Email: deanaaip@admin.iitd.ac.in

7.1.2 In regards to Waterloo, the Contact for Notices of this Agreement is:

Manager, International Agreements
Waterloo International
University of Waterloo
200 University Avenue West
Waterloo, Ontario, Canada, N2L 3G1
Phone: +1 (519) 888-4567, ext. 40151
Email: international.agreements@uwaterloo.ca

7.2 Notice will be deemed given when verified by written receipt if sent by courier, or electronic log if sent by email.

8 INTELLECTUAL PROPERTY

8.1 Participating Students shall be subject to the intellectual property policy of their Host Institution while participating in the Program. For clarity, if a Participating Student's Home Institution is IITD and Waterloo is the Host Institution, Waterloo's Intellectual Property Policy will apply to the Participating Student during the Program. Further, if a Participating Student's Home Institution is Waterloo and IITD is the Host Institution, IITD's Intellectual Property Policy will apply to the Participating Student during the Program. For further clarity, the Host Institution's Intellectual Property Policy will apply to a Participating Student during the Program regardless of whether the Participating Student participates in the Program by physically studying at the Host Institution or by remotely studying at the Host Institution (including as a result of operational changes implemented at the Host Institution in response to Covid-19).

8.1.1 In regards to IITD, the detailed IPR Policy is available at https://fitd.iitd.in/wp-content/uploads/2020/05/IPRPolicy-IITD.pdf.

8.1.2 In regards to Waterloo, ownership of intellectual property is governed by Policy 73 – Intellectual Property Rights, as it is amended from
time to time, which operates under the principle that intellectual property rights created in the course of teaching and research activities belong to the creator. Where a Participating Student wishes to enter into an agreement that waives, limits or assigns intellectual property rights, that agreement must be reviewed and approved by Waterloo’s Vice-President, Research & International or delegate and, if graduate students are parties to the research, Waterloo’s Associate Vice-President, Graduate Studies & Postdoctoral Affairs, or delegate. Waterloo’s Policy 73: http://www.secretariat.uwaterloo.ca/Policies/policy73.htm.

8.2 Notwithstanding anything else in this Section 8, the Parties agree that (i) Participating Students will retain all intellectual property rights for any invention for which none of the Host Institution’s equipment, supplies, facilities or confidential information was used and which was developed entirely on the Participating Student’s own time; and (ii) to the extent the Participating Student continues to participate in coursework, projects or research based at the Home Institution during the Exchange Program, the Home Institution’s IP Policy will apply to intellectual property generated from such activities.

9 COMMENCEMENT, TERM, AND TERMINATION

9.1 Term

This Agreement will be effective from the date of the last required signature on the signing page of this Agreement and will continue for a period of FIVE (5) years.

9.2 Renewal, Extension, and Amendment

This Agreement may be renewed, extended, or amended by written mutual agreement of the Institutions.

9.3 Termination

This Agreement may be terminated at any time upon the written request of either Institution with at least six (6) months’ notice in accordance with the following provisions, provided such termination shall not affect any other existing contracts:

9.3.1 The terminating Institution will deliver a signed notice of termination to the designated Contact for Notice of the non-terminating Institution, which notice will expressly state it is a “Notice of Termination”.

9.3.2 If an Institution elects to terminate this Agreement, all Program arrangements will cease on the effective date of termination, save and except for arrangements regarding Participating Students in the process of completing a Program at such time. The Institutions agree to reasonably permit any such Participating Student to complete their Program on the terms and conditions of this Agreement.
10 OTHER TERMS AND CONDITIONS

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the Institutions pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Institutions.

10.2 Non-Exclusivity

This Agreement in no way restricts the Institutions from participating in similar activities or arrangements with others.

10.3 Independent Institutions

Nothing contained in this Agreement should be construed to create or imply joint venture, partnership, principal-agent, trust, or employment relationship between the Institutions and an Institution may not make, or allow to be made, any representation that any such relationship exists between the Institutions. An Institution shall not have the authority to act for, or to incur any obligation on behalf of, the other Institution, except as expressly provided for in this Agreement.

10.4 Confidentiality

Each Institution recognizes that, in connection with this Agreement, it may receive information regarding the business, affairs, operations and finances of the other Institution and personal information of Participating Students or Applicants (collectively, “Confidential Information”). Except as set out in this Agreement, each Institution agrees to not disclose any Confidential Information provided to it by the other Institution to any other person or party and agrees to use such Confidential Information solely for the limited purpose for which it was provided. Each Institution shall make all reasonable security arrangements necessary to protect the Confidential Information provided to it by the other Institution and will not copy or disclose the Confidential Information to a third party without the prior written consent of the Institution that provided it or as may be required by applicable law.

10.5 Force Majeure

Neither Institution shall be in breach of this Agreement if it is unable to carry out any obligation hereunder for any reason beyond its reasonable control (a “Force Majeure Event”) including without limiting the generality of the foregoing, any acts of God, new legislation or acts of a governmental authority, resource shortages, war, fire, flood, drought, failure of power supply, civil commotion, employee action, epidemic, outbreak of disease or public health emergency (including as a result of any measures imposed by any governmental authority in connection with Covid-19), provided that the non-performing Institution shall (i) notify the other Institution as soon as reasonably possible following the occurrence of a Force Majeure Event; and (ii) make best efforts to seek to resume full performance as soon as it is reasonably possible to do so.
10.6 News Releases and Publications

Each Institution grants to the other Institution a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish and display that Institution’s logo and name during the term of this Agreement solely (i) in conjunction with the materials created during the term of, and in connection with, this Agreement by either, or both, of the Institutions; and (ii) in conjunction with marketing and promotion of the Program described in this Agreement. All such displays of the logo and name of one Institution by another will comply with reasonable guidelines that may be provided by either Institution to the other Institution from time to time.

10.7 Governing Law

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (each, a “Dispute”), shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

10.8 Dispute Resolution

10.8.1 In the event of any Dispute, the Institutions shall first meet and use reasonable efforts to resolve the Dispute by negotiation between the Institutions acting in good faith.

10.8.2 If a Dispute is not resolved by good faith negotiations, then the Dispute will be finally determined by a sole arbitrator under the Arbitration Act, 1991 (Ontario) appointed in accordance with such Act. The seat, or legal place, of arbitration shall be Toronto, Ontario.

10.9 Indemnification

Each Institution (the “Indemnifying Institution”) shall indemnify and hold the other Institution (the “Indemnified Institution”) and its Indemnitees harmless in respect of any claim, demand, action, investigation, proceeding, cause of action, damage, loss, injury, cost, liability, or expense, which may be made or brought against the Indemnified Institution or which the Indemnified Institution or its Indemnitees may suffer or incur as a result of or arising out of:

10.9.1 Any breach or non-fulfillment of any representations, warranties, covenants, or other contractual obligations under this Agreement on the part of the Indemnifying Institution; or

10.9.2 Any negligence or willful misconduct on the part of the Indemnifying Institution or anyone for whom the Indemnifying Institution is responsible at law, except intellectual property.

Neither Institution will be liable for any indirect, special, incidental, consequential, punitive or exemplary damages or damages for loss of revenue or profit arising in any way from a breach of this Agreement or the performance of an Institution’s duties and responsibilities under this Agreement.
The foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this Agreement to the contrary.

10.10 **Insurance**

During the term of this Agreement, each Institution shall maintain professional liability insurance and comprehensive general liability insurance, or equivalent protections, for itself, its students, faculty, staff, and employees, as applicable, on a basis and in amounts sufficient to provide coverage in respect of all matters related to this agreement.

Each Institution shall provide to the other Institution with proof of its insurance confirming this coverage, upon request.

10.11 **Counterparts**

The Agreement is executed in two [2] English counterparts, each of which is deemed as original, but which taken together will constitute one of the same Agreement. The Agreement may be executed by exchange of a signed and scanned signature pages in PDF format.

*Signature Page follows*
STUDENT MOBILITY AGREEMENT
Between Indian Institute of Technology Delhi and University of Waterloo

In signing hereunder, the Signatories affirm their legal authority to bind their respective Institutions into, and execute, this Agreement on the dates shown hereunder.

INDIAN INSTITUTE OF TECHNOLOGY DELHI

per: ____________________________
Prof. V. Ramgopal Rao
Director IITD

per: ____________________________
Prof. Naveen Garg
Dean, Alumni Affairs & International Programmes

date: June 10, 2021

UNIVERSITY OF WATERLOO

per: ____________________________
Dr. Feridun Hamdullahpur
President & Vice-Chancellor

per: ____________________________
Dr. Ian Rowlands
Associate Vice-President, International

date: April 28, 2021

26 April 2021