Memorandum of Understanding for Academic Cooperation
between
Indian Institute of Technology Delhi
and
Instituto Tecnológico y de Estudios Superiores de Monterrey

*Indian Institute of Technology Delhi* (who hereinafter shall be referred to as IIT-Delhi) and *Instituto Tecnológico y de Estudios Superiores de Monterrey* (who hereinafter shall be referred to as ITESM) 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 this Memorandum of Understanding for Academic Cooperation.

**RECITALS**

I. **IIT-DELHI, THROUGH ITS LEGAL REPRESENTATIVE, HEREBY REPRESENTS THAT:**

A) It is a duly incorporated university pursuant to the laws of India.

B) Its representative Prof. V. Ramgopal Rao, has all the necessary and sufficient powers to execute this agreement, on behalf of IIT-Delhi.

C) Its domicile is located at Hauz Khas, New Delhi-110 016, INDIA.

II. **TECNOLÓGICO DE MONTERREY, THROUGH ITS LEGAL REPRESENTATIVE, REPRESENTS THAT:**

A) Regarding private educational system, it is a university school with official acknowledgement and recognition of studies, as evidenced in Public Deed number 22,243 dated December 20, 1988, granted before Mr. Fernando Arechavaleta Palafox, Notary Public number 27, for the city of Monterrey, Nuevo León, México, which is duly entered into the Public Registry of Commerce under number 286, Volume 27, Book 6, Section III Non-profit Association, dated December 23, 1988.
a description of proposed activity and financial arrangements.

CONFIDENTIALITY

The parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them, regardless of the means by which it is made known to them, is owned by IIT-Delhi or by ITESM, as applicable, and that such information is CONFIDENTIAL. Confidential Information shall remain the exclusive property of the disclosing party and this is why they undertake not to disclose or transfer it, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this agreement.

INTELLECTUAL PROPERTY

Each party will ensure appropriate protection of Intellectual Property Rights (IPR) 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 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.

CONFIDENTIALITY DUTY AND MANAGEMENT REGARDING PERSONAL DATA

The parties agree to comply with all applicable legal provisions regarding personal data protection, which is why the possible managing of information and personal data shall be exclusively used to comply with the purposes for which it was gathered, and exclusively for complying with the subject matter of this agreement, without possibility of being transferred.

DURATION, TERMINATION AND DISPUTE RESOLUTION

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 may be continued thereafter after suitable review and written agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IIT-Delhi and ITESM will be responsible for any losses, financial or otherwise,
which the other institutions may suffer. However, IIT-Delhi and ITESM will ensure that all activities in progress are allowed to complete successfully.

Any dispute related to this MoU should be jointly resolved in a spirit of independence, mutual respect, and shared responsibility by IIT-Delhi’s Director and ITESM’s Vice-Rector for International Affairs. The parties agree that any disputes that cannot be solved in amicable terms by the IIT-Delhi’s Director and the ITESM’s Vice-Rector for International Affairs shall be first submitted to mediation. This shall be conducted in English and Spanish. A mediated settlement, if any, shall be reduced to writing.

This MoU is signed with the approval of the respective academic/administrative bodies of IIT-Delhi and ITESM.

Signed by
Prof. V. Ramgopal Rao
Director
Indian Institute of Technology Delhi

Date: August 07, 2018

Signed by
Dr. Ricardo A. Ramirez Mendoza
Associate Dean Research and Talent Development
Instituto Tecnológico y de Estudios Superiores de Monterrey

Date:

Dr. José Manuel Páez Borrallo
Vice-Rector for International Affairs
Instituto Tecnológico y de Estudios Superiores de Monterrey

Date:
Implementing Agreement for
Scholarships, Post-doctoral and Faculty positions
between
Indian Institute of Technology Delhi
and
Instituto Tecnológico y de Estudios Superiores de Monterrey

Indian Institute of Technology Delhi (IIT Delhi) and Instituto Tecnológico y de Estudios Superiores de Monterrey (ITESM) agree to establish the following scholarships, positions based upon the Memorandum of Understanding between the two Institutes and in terms and conditions set forth in this implementing agreement.

M.Tech. Students

ITESM offers 5 scholarships for IIT Delhi M.Tech. students. This provides for a research stay of one year at ITESM. The IIT Delhi M.Tech. or equivalent student must have thesis committee integrated by at least one researcher professor from each Institute in order to get a degree.

Each scholarship includes:
- A 100% tuition fee at ITESM for IIT Delhi student
- A round-trip airplane ticket from New Delhi to México for IIT Delhi student
- Living expenses for IIT Delhi student will be provided by Consejo Nacional de Ciencia y Tecnología (CONACyT)
- A round-trip airplane ticket from New Delhi to México each year for IIT Delhi advisor (2 years maximum per student)
- Travel expenses for IIT Delhi advisor at ITESM for 3 weeks each year

Ph.D. Students

ITESM offers 15 scholarships for IIT Delhi Ph.D. students. This provides for a research stay of two years at ITESM. The IIT Delhi Ph.D. student must have thesis committee integrated by at least one researcher professor from each Institute in order to get a degree from the institute where the student is registered.

Each scholarship includes:
- A 100% tuition at ITESM for IIT Delhi student
- A round-trip airplane ticket from New Delhi to México for IIT Delhi student
Postdoctoral positions

ITESM offers 10 postdoctoral positions for IIT Delhi Ph.D. graduates. This provides for a research stay of at least one year at ITESM. It could be two years based on results.

Each position includes:

- A competitive salary based on number and type of journal publications
- A round-trip airplane ticket from New Delhi to México for IIT Delhi Ph.D. graduate and family
- Laptop/Computer, office and research environment

Full-time Professors

ITESM offers 10 visiting professor positions for IIT Delhi faculty.

Each position includes:

- A competitive salary based on number and type of journal publications
- A round-trip airplane ticket from New Delhi to México for IIT Delhi Ph.D. graduate and family
- Laptop/Computer, office and research environment

Distinguished Professor

ITESM offers one distinguished professor position for IIT Delhi professors.

Dean (AAIP) & HOD (Chemical Engineering) will be the coordinators for this agreement in IIT Delhi.

At IIT Delhi

IIT Delhi will welcome up to five students from ITESM for a limited period of time for the purpose of education and/or research. No fees and hostel charges will be charged by the students from IITESM. IITD will provide the stipend to the students as per norms of the Institute.

Signed by
On behalf of
Indian Institute of Technology Delhi

Signed by
On behalf of
Instituto Tecnológico y de Estudios Superiores de Monterrey

Date: Aug 7, 2018

Date: Aug 7, 2018