MEMORANDUM OF UNDERSTANDING

BETWEEN

POSTECH, KOREA

AND

INDIAN INSTITUTE OF TECHNOLOGY DELHI, INDIA

In accordance with a mutual desire to promote international cooperation between POSTECH (Pohang University of Science and Technology) and Indian Institute of Technology Delhi (hereinafter “IITD”), the Parties, POSTECH and IITD, enter the following Agreement for cultural, educational, and scientific cooperation.

ARTICLE 1: GENERAL

The Parties will encourage direct contact and cooperation between their faculty members, departments, institutes, and researchers subject to the provisions of this Memorandum of Understanding.

The Parties shall cooperate in the fields of teaching and research to be agreed upon. Within the fields of study to be mutually designated, the Parties agree to the following general forms of cooperation:

1.1 joint research activities, publications, and library exchanges;

1.2 exchange of invitations to scholars to participate in conferences, colloquia, and symposia;

1.3 exchange of academic information in the fields of interest to the Parties;

1.4 exchange of faculty members and students for study, teaching, and research.

ARTICLE 2: TERMS OF IMPLEMENTATION

Themes of joint activities, conditions for utilizing the results achieved, arrangements for specific visits and exchanges, and other forms of cooperation will be negotiated for each specific case in a separate written agreement, and in all cases shall be contingent on the availability of funding.
ARTICLE 3: INTELLECTUAL PROPERTY RIGHTS

In the case that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects carried out under the terms of Articles 1 & 2 above, the Parties shall discuss in good faith and agree in a separate agreement the conditions regarding the treatment of intellectual property rights so arising.

ARTICLE 4: CONFIDENTIALITY

Any results or information exchanged between the Parties under the terms of Articles 1 & 2 above shall not be disclosed to the third parties, without the written approval from the providing Party.

ARTICLE 5: DURATION, AMENDMENT, TERMINATION

This Memorandum of Understanding becomes effective on the date of its signing by the authorized representatives of the Parties. It shall be effective for five years and reviewed prior to renewal. It may be terminated by either Party providing a sixty (60) days advance written notice to the other Party, and may be amended by mutual consent in writing.

ARTICLE 6: INDEMNIFICATION

This Memorandum of Understanding shall not create legally enforceable rights and cannot be the basis of any legal claim between the Parties.

The Parties shall defend and hold harmless the other party from any and all damages, costs, claims, and/or actions arising from such first Party’s negligence, misconduct, and/or other tortuous activity.

The Parties ensure that the individuals signing this Memorandum of Understanding have the authority to sign in the capacity indicated. This Memorandum of Understanding is to be executed in English in duplicate, both copies being considered original.

FOR POSTECH
77 Cheongam-Ro, Nam-Gu,
Pohang, Gyeongbuk, Korea
37673

Doh - Y. Kim
Doh-Yeon Kim
President

Date: Jan. 20, 2016

FOR IITD
Haus Khas, New Delhi-110 016
India

Kshitij Gupta
Director

Date: 28-1-2016
STUDENT EXCHANGE AGREEMENT

BETWEEN

POSTECH, KOREA

AND

INDIAN INSTITUTE OF TECHNOLOGY DELHI, INDIA

Based on the established Memorandum of Understanding between POSTECH (Pohang University of Science and Technology) and Indian Institute of Technology Delhi (hereinafter “IITD”), the Parties, POSTECH and IITD, agree to establish a student exchange program. The purpose of this agreement is to promote and guide the ongoing exchange of students between the Parties.

This Agreement is intended to provide opportunities for students from the Parties to study abroad and return to their Home Institution to obtain a degree. The international exposure is expected to enhance the educational experience of students and provide advantages in their future career development.

ARTICLE 1: DEFINITIONS

1.1 “Exchange Students” shall mean students participating in the student exchange program implemented herein.

1.2 “Home Institution” shall mean the Party providing the Exchange Students.

1.3 “Host Institution” shall mean the Party accepting the Exchange Students.

ARTICLE 2: DURATION OF EXCHANGE

Exchange Students may register at the Host Institution for one term/semester or one full academic year. The exchange is not intended to provide a mechanism for students to obtain a degree at the Host Institution.

ARTICLE 3: EXCHANGE NUMBERS

In each subsequent academic year, both Parties will send up to four (4) Exchange Students, each staying for one semester, or two (2) Exchange Students, each staying for two semesters.

The Parties will review the program annually for any imbalances in the number of Exchange
Students and will adjust the numbers of the Exchange Students the following year to maintain a balance.

**ARTICLE 4: FINANCE AND SERVICES**

Exchange Students will pay all customary tuition and registration fees to their Home Institution for the exchange period. The Host Institution will provide tuition fee and application fee waiver to each Exchange Student studying with it.

Exchange Students are fully responsible for their own living expenses including travel, accommodation, meals, healthcare and medicine, books and supplies, during the exchange period.

Exchange Students are required to carry adequate health insurance and to provide proof of that fact to the Host Institution.

The Host Institution will assist Exchange Students in finding and obtaining housing to the extent feasible.

**ARTICLE 5: QUALIFICATIONS**

Exchange Students will be nominated by their Home Institution to participate in the exchange, and the Exchange Students shall meet the admission criteria provided by the Host Institution unless otherwise agreed upon by the Parties. The admission criteria of POSTECH include an average academic grade of B or above prior to application, and TOEFL iBT 79/IELTS 6.0 or higher for students from non-English-speaking countries. The Medium of Instruction at IIT Delhi is English.

The Home Institution will send to the Host Institution the application documents of the nominated students by a date to be determined by the Host Institution. At POSTECH, unless otherwise agreed upon by both Parties, application documents of incoming students proposing to attend POSTECH during the fall semester (roughly September through December of each year) must be received by no later than April 30; application documents of students proposing to attend POSTECH during the spring semester (roughly March through June of each year) must be received by no later than October 31. At IIT Delhi, application documents of incoming students proposing to attend IIT Delhi during the fall semester (1st Semester) must be received by no later than May 30; application documents of students proposing to attend IIT Delhi during the spring semester (2nd Semester) must be received by no later than November 15.

The Host Institution shall have the right to make final judgments on the admissibility of each student nominated.

**ARTICLE 6: PROGRAM OF STUDIES**

Exchange Students are expected to take courses at the Host Institution as appropriate to their academic needs, provided that they satisfy the individual course prerequisites and that space allows. Exchange Students are subject to the same regulations and enrollment restrictions at the Host Institutions as the regular students. Exchange Students may enroll in undergraduate and graduate
courses; if they meet the prerequisites regardless their year of study or degree completed at the Home Institution.

Acceptance of Exchange Students who wish to carry out research projects is subject to the availability of relevant projects and supervisors at the Host Institution. Exchange Students are responsible for identifying a supervisor for the research project at the Host Institution.

After the end of the exchange period, the Host Institution will send a report/official transcript of the Exchange Student’s academic achievement to the Home Institution.

Exchange Students receive transfer credits at their Home Institution for their studies at the Host Institution in accordance with the policy on credit transfer at the Home Institution.

**ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS**

In the case that research results impacting upon matters of intellectual property rights arises during the exchange period, the Parties shall discuss in good faith and agree in a separate agreement the conditions regarding the treatment of intellectual property rights so arising.

**ARTICLE 8: FIRST POINT OF CONTACT**

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<th>POSTECH</th>
<th>IITD</th>
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<tbody>
<tr>
<td>Ms. Christal Phillips</td>
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**ARTICLE 9: DURATION, AMMENDMENT, TERMINATION**

This Agreement becomes effective on the date of its signing by the authorized representatives of the Parties. It shall be effective for five years and reviewed prior to renewal. It may be terminated by either Party providing a sixty (60) days advance written notice to the other Party, and may be amended by mutual consent in writing.

In the event of termination, the Exchange Students participating in the program at such a time shall be permitted to complete their activities at the Host Institution in accordance with the terms of this Agreement.
ARTICLE 10: INDEMNIFICATION

This Agreement shall not create legally enforceable rights and cannot be the basis of any legal claim between the Parties.

The Parties shall defend and hold harmless the other party from any and all damages, costs, claims, and/or actions arising from such first Party's negligence, misconduct, and/or other tortuous activity.

The Parties ensure that the individuals signing this Agreement have the authority to sign in the capacity indicated. This Agreement is to be executed in English in duplicate, both copies being considered original.

FOR POSTECH
77 Cheongam-Ro, Nam-Gu, Pohang, Gyungbuk, Korea
37673

Doh-Yeon Kim
President
Date: Jan 20, 2016

FOR IHTD
Haus Khas, New Delhi-110 016
India

Kshitij Gupta
Director
Date: 28-1-2016