Memorandum of Understanding for academic cooperation
between
Indian Institute of Technology Delhi (India)
and
University of Porto through Faculty of Engineering (Portugal)

Indian Institute of Technology Delhi (IITD), represented by its Director, Prof. Ramgopal Rao, and University of Porto through its Faculty of Engineering (FEUP), represented by its Rector, Prof. António Sousa Pereira, and by the FEUP's Dean, Prof. João Falcão e Cunha, recognize their strengths in research and education in the scientific area of engineering and management, and their mutual interest in engaging themselves in academic cooperation.

Therefore, IITD and FEUP 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 FEUP agree:

a) to exchange information on research and educational programmes;
b) to exchange information on teaching, learning material and other literature relevant to their educational and research programmes;
c) to jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein,
d) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein;
e) to jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein;
f) to exchange, on a reciprocal basis, faculty and students for limited periods of time for purpose of education and /or research.

IITD and FEUP 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 proposed activity and financial arrangements.

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 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, in case of joint ownership, 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 jointly owned in any other country shall be done by both participants through a separate agreement. All Confidential Information shall remain the exclusive property of the disclosing party.
This MoU includes the “Annex I” describing the principles imposed by the EU related to the treatment of personal data and information (General Regulation on Data Protection Law) which is an integral part of the MoU.

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions. In this regard, FEUP nominates Prof. João Pedro Pêgo (Mobility Coordinator) and IITD nominates Prof. Sanjeev Sanghi (Dean AAIP).

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 suitable review and agreement during a period of one year.

Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IITD nor FEUP will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITD and FEUP will ensure that all activities in progress are allowed to complete successfully.

Should there be a dispute relating to any aspect of academic cooperation, Director, IITD and Dean of FEUP will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

This MoU is signed subject to approval of the respective academic/administrative bodies.

Signed by

Prof. Ramgopal Rao
Director
Indian Institute of Technology Delhi
Date: 24-12-2018

Signed by

Prof. Sanjeev Sanghi
Dean Alumni Affairs & International Programmes
Indian Institute of Technology Delhi
Date: 24th December 2018

Signed by

Prof. Antonio Sousa Pereira,
Rector
University of Porto
Date:

Signed by

Prof. João Falcão e Cunha
Dean
Faculty of Engineering, University of Porto
Date: 12th of December 2018
ANNEX I


The potential beneficiaries ("Personal data holders") of the cooperation initiatives promoted under this MoU should be duly informed whenever there is a need to transfer their personal data (hereinafter referred to as "Data Personal and Information") to the partner institution and may, if justified, oppose the transmission of such data. Since that, this does not prejudice the vital and legitimate interest of one of the parties or the public interest.

In the event that the Personal Data and Information is processed by a natural or legal person, a public authority, agency or other body, on behalf of the Receiving Institution, it shall be ensured that the subcontractor provides sufficient guarantees of adequate technical and organizational measures, so that the treatment meets the requirements of this MoU and thus ensures a high level of protection of the rights of the holders of personal data transferred. The subcontractor may only contract another subcontractor with the prior written consent of both signatories of this MoU.

The treatment of Personal Data and Information performed under the terms of the previous numbers must be conducted in a fair and transparent manner, guided by compliance with the following principles:

**Collection Limitation Principle**: Personal Data and Information shall be collected for specified, explicit and legitimate purposes and may not be further process in a manner inconsistent with those purposes unless they are directly related to the legitimate functions of the holder or the institutions responsible for processing.

**Principle of minimization**: Personal Data and Information shall be adequate, relevant and limited to what is strictly necessary for the purposes for which they are being processed.

**Principle of accuracy**: Personal data should be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, should be accurate, complete and kept up-to-date.

**Principle of conservation limitation**: Personal Data and Information will be kept for the period strictly necessary to fulfill the purposes that motivated its treatment. Except when the Receiving Institution or the entity contracted by it has some type of responsibility, resulting from the conclusion of a contract or any previous steps to their formation, in which case the Personal Data and Information may be stored during the period in which such liability is required. In any of these circumstances, Personal Data and Information shall be promptly deleted.

**Principle of integrity and confidentiality**: Personal Data and Information shall be processed using all appropriate technical and organizational measures to protect against unlawful access and loss, destruction or accidental damage. In case of breach of any of these duties, the Receiving Institution shall notify the Institution of Origin within a maximum period of 72 hours after their knowledge.

**Principle of the guarantee of the rights of the data owners**: the owners of personal data can obtain from the Receiving Institution the confirmation that the personal data concerning them are processed and, if so, the terms in which they can use the data. Access rights, updating, rectification or erasure of the respective data are responsibility of the controller and, if applicable, the Data Protection Officer. Where the exercise of such rights is likely to constitute a risk to the rights and freedoms of other natural persons, it shall be subject to appropriate restrictions with a view to ensuring the desirable agreement between those rights.

**Principle of Responsibility**: Each Party shall be liable to the other Party for damages caused by breach of the principles above, as well as any damages that may arise to data subjects. The liability between parties is limited to damages actually incurred.
Implementing Agreement for Exchange of Undergraduate & Postgraduate Students between
Indian Institute of Technology Delhi (India) and
Faculty of Engineering, University of Porto (Portugal)

IITD and FEUP agree to establish a programme for exchange of undergraduate and postgraduate students based upon the Memorandum of Understanding between the two institutions and in accordance with terms and conditions set forth in this implementing agreement.

IITD and FEUP agree that student exchange will be as per the guidelines listed below. A home institution refers to the institution where a student is a registered student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

Numbers of Exchange Students

Each institution may send and accept under this programme not more than following students each year, for the following areas/programmes:

<table>
<thead>
<tr>
<th>ENGINEERING SUBJECT AREA AT FEUP</th>
<th>ENGINEERING SUBJECT AREA AT IITD</th>
<th>NUMBER OF PLACES (in each direction)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical Engineering</td>
<td>Chemical Engineering</td>
<td>2</td>
</tr>
<tr>
<td>Civil Engineering</td>
<td>Civil Engineering</td>
<td>2</td>
</tr>
<tr>
<td>Engineering and Industrial Management</td>
<td>Industrial Management</td>
<td>2</td>
</tr>
<tr>
<td>Mechanical Engineering</td>
<td>Mechanical Engineering</td>
<td>2</td>
</tr>
<tr>
<td>Metallurgical and Materials Engineering</td>
<td>Department of Materials Science</td>
<td>2</td>
</tr>
<tr>
<td>Electrical and Computers Engineering</td>
<td>Electrical and Computers Engineering</td>
<td>2</td>
</tr>
<tr>
<td>Informatics and Computing Engineering</td>
<td>Informatics and Computing Engineering</td>
<td>2</td>
</tr>
</tbody>
</table>

* Master level only in both directions

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.
b) An exchange student will continue to be treated as a registered student at his/her home institution.
c) The exchange student will pay tuition and other fees at his/her home institution and exempt of that payment at the host institution.
d) An exchange student will be considered as a student/visitor at the host institution.
e) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.

g) This agreement also facilitates credit transfer of exchange students between the two institutions. The home institution may award to the exchange student credits earned at a host institution based on its credit transfer policy.

h) If an exchange student chooses to undertake research at the host institution, his area of research will be determined by mutual consultation between his/her Research Guide/Supervisor at the home institution and his/her "interim" Research Guide/Supervisor identified by the host institution. The host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.

i) If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical report, and take steps in accordance with its own procedures.

j) IITD and FEUP as host institution will make effort to provide suitable assistance to the exchange students to find proper accommodation, but it is not mandatory/guaranteed;

k) IITD and FEUP will examine ways to identify financial resources to fund international travel by students, but it is not mandatory/guaranteed.

This agreement will take effect from the date it is signed by representatives of the two institutions and will remain valid for the same period of the MoU.

Signed by

Prof. Ramgopal Rao
Director
Indian Institute of Technology Delhi

Date: 24 -12- 2018

Signed by

Prof. João Falcão e Cunha
Dean
Faculty of Engineering, University of Porto

Date: 12th of December 2018
Implementing Agreement
for
Exchange of Ph.D. Students
between
Indian Institute of Technology Delhi (India)
and
Faculty of Engineering, University of Porto (Portugal)

IITD and FEUP agree to establish a programme for exchange of Ph.D. students based upon the Memorandum of Understanding between the two institutions and in accordance with terms and conditions set forth in this implementing agreement.

IITD and FEUP agree that student exchange will be as per the guidelines listed below. A home institution refers to the institution where a student is a registered student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of research.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.

b) An exchange student will continue to be treated as a registered student at his/her home institution.

c) The exchange student will pay tuition and other fees at his/her home institution.

d) An exchange student will be considered as a student/visitor at the host institution.

e) The exchange will be for a period normally ranging from five/six months to one year. The exchange can take place at any time of the research programme.

f) The exchange student’s area of research at the host institution will be determined by mutual consultation between his/her Research Guide/Supervisor at the home institution and his/her "interim" Research Guide/Supervisor identified by the host institution.

g) It is expected that the exchange student would normally have completed his/her course credit requirement at the home institution.

h) IITD and FEUP will make effort to maintain the reciprocity in numbers of exchange students over the period of the MoU. It, however, will not be insisted upon and will not be dependent upon the areas of research of the exchange students.

i) IITD and FEUP as host institution will make effort to provide suitable assistance to the exchange students to find proper accommodation, but it is not mandatory/guaranteed;

m) IITD and FEUP will examine ways to identify financial resources to fund international travel by students, but it is not mandatory/guaranteed.

This agreement will take effect from the date it is signed by representatives of the two institutions and will remain valid for the same period of the MoU.

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

Date: 24-12-2018

Signed by
Prof. João Falcão e Cunha
Dean
Faculty of Engineering, University of Porto

Date: 12th of December 2018