Memorandum of Understanding

between

Indian Institute of Technology Delhi

and

The University of Westminster

Memorandum of Understanding (MoU) between

THE INDIAN INSTITUTE OF TECHNOLOGY DELHI (IITD), a central government institution, Government of India, represented by the Dean, Alumni Affairs and International Programmes.

And

THE UNIVERSITY OF WESTMINSTER (WESTMINSTER), an exempt charity and a company limited by guarantee incorporated in England under number 977818, having its registered office at 309 Regent Street, London, W1B 2UW, represented by the Vice Chancellor and President, Prof. Geoffrey Petts.

IITD and WESTMINSTER recognise their strengths in research and education in one or more disciplines of science and technology and their mutual interest in engaging themselves in scientific cooperation.

Therefore, IITD and WESTMINSTER agree to explore the potential for establishing a programme for scientific cooperation in areas of mutual interest in accordance with the guidance set forth in this MoU.

Article I Framework of Cooperation

I.1 Objective

The main goal of this MoU is to foster cooperation between Westminster and IITD initially in the areas of science and technology, although both parties acknowledge that there may be the potential to develop cooperation in other academic areas.
I.2 Potential modes of cooperation

To achieve the main goal, IITD and WESTMINSTER agree to explore together the following areas for future cooperation;

(a) the potential of jointly proposing and engaging in research or training programmes sponsored by various funding agencies, and to invite each other's faculty to participate therein.
(b) the potential to exchange students and scientists for limited periods of time for purpose of education, training and / or joint research.
(c) to exchange information on research training material and other literature relevant to their educational and research programmes.
(d) to jointly organise seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty/scientists to participate therein.
(e) to explore opportunities of jointly organising short-term continuing education / training programmes on topics of mutual interest and to invite each other's faculty to participate therein.

I.3 Participants

Participants involved in developing of the potential areas for cooperation listed above in 1.2 shall be, in the first instance researchers and academic staff belonging to the Faculty of Science and Technology at Westminster and researchers and faculty belonging to the Departments / Centres of IITD on the other side.

Nothing in this MoU will be construed as limiting the participation of other Faculties, Centres or Departments in such activities, as deemed appropriate by the signatories to this MoU, on a case-by-case basis.

Article Implementation

In accordance with the requirements of good legal practice and where appropriate, the details of any specific cooperative opportunity identified, will, if appropriate, be recorded in formal written agreements between the parties. Such agreements will specify the legal, administrative and financial arrangements of the proposed cooperation and person(s) responsible for its implementation. Neither party will have any obligations in relation to the provision of such collaborative opportunity until such an agreement is agreed and signed by duly authorised representatives of each party.

Nothing in this MoU shall be construed as creating a legally binding relationship between the two institutions.

II.1. Joint Sponsored Research, Development and Consulting

IITD and WESTMINSTER agree to help identify and invite faculty members and scientists from the other institution to participate in research or development programmes already sponsored by external funding agencies. The terms and conditions for such participation will be worked by mutual agreement between the faculty member(s) and the institution extending such an invitation.
Further, IITD and WESTMINSTER agree to work together to jointly identify and pursue opportunities for formulation and submitting new research project proposals or training programmes for possible funding by external agencies. The terms and conditions for such joint research will be worked out between the concerned investigators and the funding agency.

II.2. Joint Conferences, Workshops and Short-term Courses

IITD and WESTMINSTER agree to help identify and invite experts to participate in conferences, workshops and short-term training courses. The terms and conditions for such participation will be defined by mutual agreement between the invited member(s) and the institution extending such an invitation.

Further, IITD and WESTMINSTER agree to explore opportunities to jointly organise conferences, workshops and short-term training courses in areas of mutual interest, with possible funding from external agencies. The terms and conditions for joint conferences, workshops and short-term training courses will be defined between the concerned organisers and the funding agency.

II.3. Exchange of human resources

IITD and WESTMINSTER agree to encourage collaboration between experts from the two institutions. Also as per the need, project staff may also be encouraged to explore the potential visiting assignments at each other’s institution in the frame of their own scientific activities and funded projects. The terms and conditions for each visit or assignment, including those concerning costs, will be defined in dedicated agreements between parties.

IITD and WESTMINSTER agree to apply the same principle to junior fellows exchange (undergraduates, postgraduates, PhD students and post-docs/temporary contracts), and these types of exchange programmes will need to be underpinned by the appropriate student exchange agreement.

Notwithstanding the above, IITD and WESTMINSTER will seek to identify financial resources to fund international travel by their faculty / scientists / technical staff.

II.4. Exchange of Scientific and Technical Material

IITD and WESTMINSTER will seek to exchange information on research and training programmes, teaching / learning material and other literature relevant to their educational and research activities. Further, IITD and WESTMINSTER agree to explore ways to share teaching/learning material, and other relevant literature, while respecting each other's intellectual property and other rights.

Article III. Coordination

Each institution shall define a reference person to coordinate the development of the potential areas for cooperation on behalf of its institution and periodically review and identify ways to strengthen cooperation between the two institutions:
III.1 Means of communication

Both Parties shall maintain frequent contacts by means of correspondence, email, telephone and web conferencing and mutual visits.

Article IV. Confidentiality Undertakings

Each Party and its affiliates will ask to hold in confidence and not disclose to any third party without the prior written consent of the other Party hereto nor use for any purpose other than that contemplated herein, any information specifically marked as “confidential” or “proprietary” received from the other party in connection with this MoU.

Article V. Intellectual Property

IITD and WESTMINSTER agree to respect each other’s rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-to-case basis, and will be regulated in specific successive agreements.

Article VI. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years. A renewal for the successive five years might be considered after suitable review and written agreement from both parties.

Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IITD nor WESTMINSTER will be responsible for any losses, financial or otherwise, which the other institutions may suffer.

Article VII. Settlement of disputes

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

This MoU is subject to approval by respective academic / administrative bodies and signed in two copies in English. Each institution shall retain one copy.

Signed by

Prof. Shashi Mathur
Dean
Alumni Affairs & International Programmes
Indian Institute of Technology Delhi
New Delhi, India

Dated: 9th Feb, 2016

Signed by

Prof. Jane Lewis
Dean
Faculty of Science and Technology
University of Westminster, UK

Dated: 21/03/2016