



**Memorandum of Understanding for academic cooperation
between
Indian Institute of Technology Delhi
and
Weizmann Institute of Science**

Indian Institute of Technology Delhi (IITD) and the Weizmann Institute of Science (WIS) 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 academic cooperation, subject to the availability of adequate funding and resources.

IITD and WIS shall each be referred to as “Party” and together, “the Parties”.

Scope

Therefore, IITD and WIS 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 WIS 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 WIS 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, and may also address specific issues, such as: roles and responsibilities of each Party in any collaborative research project under this MoU; protection of the Parties' confidential or unpublished information; or manage any jointly-owned intellectual property that may arise from a collaboration. No legally binding obligations will be created until a definitive written agreement, which shall include material terms to be mutually agreed, is signed by the authorized representatives of the Parties.

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.

Intellectual Property

Nothing in this MoU shall affect ownership of the intellectual property rights of either Party.

Each Party shall be the sole and exclusive owner of the (i) Intellectual Property and materials it lawfully owned by it prior to the Effective Date of this MoU, (ii) Intellectual Property and materials developed solely by it on or after the Effective Date of this MoU.

Joint Intellectual Property Rights: Ownership of intellectual property rights (IP) created in the course of a collaborative project established under this MoU (Project IP) will be negotiated on a case-by-case basis. It is agreed that in case of Project IP belonging jointly to both Parties, the Parties shall negotiate and set up amongst themselves appropriate written agreements on a case-by-case basis. Such agreements shall define the rights and obligations of the joint owners and shall specify, inter alia, share of ownership of the knowledge, patent prosecution and maintenance, the use, exploitation and commercialization of the joint property rights, and

sharing of expenses related thereto and benefits deriving therefrom. Neither Party shall have the right to license, transfer, and/or sell its respective rights in any jointly-owned IP without the written consent of the other.

Confidentiality

In this clause, "Confidential Information" shall mean any of a Parties' written information and/or data which: (a) is not in the public domain; (b) is acquired by the other Party pursuant to this MoU or during the performance of any joint research project funded through this MoU; and (c) is recorded in a document, clearly marked as "Confidential".

Each Party receiving Confidential Information from the other Party undertakes to keep secret and confidential all Confidential Information and not to disclose the same or any part of the same to any person whatsoever other than:

to its directors, employees and other staff members as necessarily in the observance of this MoU; and

to third parties on terms of confidentiality equivalent to those in this MoU and for the purposes permitted under this MoU.

The provisions of this clause shall not apply to Confidential Information which the receiving Party:

- a) Can prove to have been in its possession (other than under an obligation of confidence to the other Participant or to a third party) at the date of receipt or which enters the public domain otherwise than through a breach of any obligation of confidentiality owed to the Participant communicating such information to the other; or
- b) In the case of know-how can prove it has independently developed; or
- c) Must necessarily be disclosed under a legal, statutory or parliamentary obligation to the extent of such legal obligation. In such case, the receiving Party shall promptly inform the disclosing Party of such legal obligation so as to afford the disclosing Party the opportunity to object or seek an appropriate protective order with respect to such disclosure.
- d) That is received from a third party who lawfully acquired it, and who is under no obligation restricting its disclosure.

The provisions of this clause shall be observed for a period of five (5)

years from the expiry or termination of this MoU.

Publicity and Publications

Neither Party shall make, or procure or permit the making of, any press release or other public announcement in relation to this MoU without first obtaining the written approval of the other Party to any such release or announcement, which shall not unreasonably be withheld, conditioned or delayed.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a research project under this MoU. Any publications containing results of the other Party must be agreed prior to publication.

Liability

No warranties

In respect of any information or materials supplied by one Party to another under a research project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose or as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

Limitations of contractual liability

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act.

Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this MoU or from its use of any information and/or material, whether owned by that Party or obtained by it from another Party according to this MoU.

The terms of this MoU shall not be construed to amend or limit any Participant's statutory liability.

Commencement and Duration

This MoU will take effect from the date it is signed by representatives of the two institutions (“Effective Date”). It will remain valid for five years, and may be continued thereafter after suitable review and agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither IITD nor WIS will be responsible for any losses, financial *or* otherwise, which the other institutions may suffer. However, IITD and WIS will ensure that all activities in progress are allowed to complete successfully.

Dispute Resolution

It is the intention of the Parties to resolve all matters amicably in accordance with this paragraph.

Should there be a dispute relating to any aspect of academic cooperation, Director, IITD and Vice President, WIS 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.

General Terms

This MoU does not constitute and is not intended to be a legally binding arrangement or contract. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of the Parties’ separate intention pending execution of specific agreements governing the undertakings of activities contemplated by this MoU.

Each Party should conduct the cooperation under this MoU in accordance with all applicable laws, regulations and other requirements to which it is subject.

It is agreed that participation in this MoU does not preclude each of the Parties from simultaneously exploring similar partnerships with other parties.

Any modification to this MoU shall be made in writing and be signed by the authorized representatives of both Parties.

Signed by



On behalf of
Indian Institute of Technology
Delhi

Date: October 8, 2020

Signed by



Prof. Ziv Reich, Vice President

On behalf of
Weizmann Institute of
Science

Date: October 6th 2020

**Implementing Agreement
for
Exchange of Postgraduate Students and Summer Internship programs for
the Undergraduate students
between
Indian Institute of Technology Delhi
and
Weizmann Institute of Science**

IITD and WIS 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 WIS agree that student exchange and/or summer internship program 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 as a visiting student. Exchange students will be selected by mutual agreement between the home institution and the host institution.

- a) An exchange student/summer intern will continue to be treated as a registered student at his/her home institution.
- b) The exchange student/summer intern will pay tuition and other fees at his/ her home institution, as applicable by the home institution regulations.
- c) An exchange student/ summer intern will be considered as a visiting student at the host institution.
- d) 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 host at the host institution.
- e) The hosting scientist will evaluate the research performance of the visiting student.

The hosting institute will offer free of charge transcripts of courses and grades. Students will be awarded credit points for course work done outside of the home institute on an individual basis and it will be done at the discretion of the relevant home institute.

- a) 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 at the home

institution and his/ her “interim” Research Guide identified by the host institution.

- f) 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.
- g) The hosting scientist will make effort to provide suitable financial assistance to the exchange students to bear expenses towards international travel, living costs including accommodation, food, transportation and medical insurance.
- h) During his/her stay at the host institution, the student shall be subject to all rules and regulations applicable to students at the host institutions, including safety, intellectual property, insurance, discipline etc.
- i) The terms and conditions of the Memorandum of Understanding shall apply to this Implementing Agreement, unless specifically agreed otherwise by IITD and WIS, in writing.

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



Indian Institute of Technology
Delhi

Date: October 8, 2020

Signed by



Prof. Ziv Reich, Vice President

On behalf of Weizmann Institute of
Science

Date: October 6th 2020

**Implementing Agreement
for
Exchange of Ph.D. Students
between
Indian Institute of Technology and
Weizmann Institute of Science**

IITD and WIS 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 WIS 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 visiting 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, as applicable by the home institution regulations.
- d) An exchange student will be considered as a visiting student at the host institution.
- e) The exchange will be for a period normally ranging from 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 at the home institution and his/her "interim" Research Guide 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 WIS 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) The hosting scientist will make effort to provide suitable financial assistance to the exchange students to bear expenses towards

international travel, living costs including accommodation, food, transportation and medical insurance.

- j) During his/her stay at the host institution, the student shall be subject to all rules and regulations applicable to students at the host institutions, including safety, intellectual property, insurance, discipline etc.
- k) The terms and conditions of the Memorandum of Understanding shall apply to this Implementing Agreement, unless specifically agreed otherwise by IITD and WIS, in writing.

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



Indian Institute of Technology Delhi

Date: October 8, 2020

Signed by



Prof. Ziv Reich, Vice President

Weizmann Institute of Science

Date: October 6th 2020