Memorandum of Understanding for academic cooperation
between
Indian Institute of Technology Delhi (IITD)
and
Simon Fraser University (SFU)

Indian Institute of Technology Delhi (IITD) and Simon Fraser University (SFU) recognize their strengths in research and education in one or more disciplines of science, engineering, management and social sciences, and their mutual interest in engaging themselves in academic cooperation.

Therefore, IITD and SFU 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).

A. Objectives

The goal of this cooperation is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. IITD and SFU 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, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and/or research.

IITD and SFU agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

B. Co-ordination

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee, consisting of (a) Director, IIT Delhi, or his/her nominee, (b) Vice Chancellor/President, SFU, or his/her nominee, (c) programme coordinator from the side of IITD, and (d) Programme Coordinator from the side of SFU, will periodically review and identify ways to strengthen cooperation between the two institutions.

C. 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, 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 SFU will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IITD and SFU will ensure that all activities in progress are allowed to complete successfully.

D. Arbitration Clause

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

E. IPR Clause

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, 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. All Confidential Information shall
remain the exclusive property of the disclosing party.

F. Not Legally Binding

This MOU is not intended to be and is not to be construed as a legally binding
agreement. Signing of this MOU does not result in any material, financial or
other obligation for either of the parties hereto. By signing this MOU, the parties
are signifying their desire for future collaboration. Specific initiatives may be
considered and agreed upon, on a case by case basis, including the contributions
and obligations of each institution. Subsidiary agreements may be signed as
required.

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

Signed by:                                      Signed by:

Prof. V. Ramgopal Rao                           Prof. Andrew Petter
Director                                          President and Vice-Chancellor
Indian Institute of Technology Delhi             Simon Fraser University
India                                              British Columbia, Canada

Date: 17/1/2017                                  Date: 27/1/2017