



**Memorandum of Understanding for academic cooperation  
between  
Indian Institute of Technology Delhi  
and  
University College, Dublin, National University of Ireland, Dublin**

The purpose of this non-binding Memorandum of Understanding ('MOU') between University College Dublin, National University of Ireland, Dublin ('UCD') and Indian Institute of Technology Delhi ('IIT Delhi') is to foster academic exchange and cooperation between the two institutions.

**1. Proposed collaborative activities**

The two institutions will encourage the following activities in particular:

- i) Exchange of materials, publications and information
- ii) Exchange of professors and research staff
- iii) Exchange of students
- iv) Joint research and meetings for research

**2. Confidentiality, Publicity & Data Protection**

**2.1 Confidentiality:**

a. Each Party will (and will procure that its employees, sub-contractors and agents will) at all times keep confidential all information regarding the other Party or its affairs which is of a confidential nature, which it or they may have acquired or may at any time after the date of this agreement acquire arising out of their participation in the discussions, and shall not use any such information other than for the purposes of fulfilling this MOU.

b. The obligations in sub-clause (a) above shall continue without limit in point of time but shall cease to apply to any information for the time being in the public domain otherwise than by a party's breach of those obligations, but nothing in this Clause 2.1 shall prevent a party from disclosing any information to the extent required in or in connection with legal proceedings arising out of this MOU or the discussions.

**2.2 Announcements & Publicity:**

Each Party shall ensure that, without the prior written consent of the other Party:

- a. No announcement in relation to the discussions will be made by any Party or any of its personnel; and
- b. No reference to the discussions shall be made in any advertising or publicity material issued in relation to that Party.

**2.3 Data Protection:**

Each Party will (and will procure that its personnel will) do all such acts and things as may reasonably be requested of it by the other Party with a view to compliance with legislation concerning data protection and each Party agrees to abide by the UCD Data Protection policy (<http://www.ucd.ie/dataprotection/policy.htm>).

### 3. Legal Relationship of the Parties

#### 3.1 Entire Agreement:

Nothing in this MOU shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other party or to contract in the name of or create a liability against the other party.

#### 3.2 Intention of the Parties:

The purpose of this Memorandum of Understanding is only to express the intentions of the Parties and is not intended to be legally binding on any party save in respect of the provisions of clause 2. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by the parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate legally binding agreement, executed by the parties. In particular, student exchanges shall be on a reciprocal basis and subject to a formal student exchange agreement signed by both institutions. Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon. All parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

#### 3.3 No partnership or agency:

Nothing in this MOU shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other party or to contract in the name of or create a liability against the other party.

### 4. Terms of renewal, amendment and termination

This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either party giving twelve months' notice to the other party in writing.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of letters between the two parties. Such amendments, once approved by both parties, will become part of this MOU. Neither party may assign this MOU or any right under this MOU without the prior written consent of the other party.

Signed for and on behalf of:

University College Dublin, National  
University of Ireland Dublin  
by its duly authorized officer

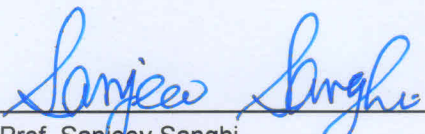


Prof. Andrew Deeks  
President

Date: 7/12/2016

Signed for and on behalf of:

Indian Institute of Technology Delhi  
by its duly authorized officer



Prof. Sanjeev Sanghi  
Dean, Alumni Affairs & International Programmes

Date: 18/11/2016