### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

### INDIAN INSTITUTE OF TECHNOLOGY ROORKEE



AND

ARBA MINCH UNIVERSITY

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as 'MOU') is made on the 3<sup>rd</sup> day of February 2015.

#### **BETWEEN**

Indian Institute of Technology Roorkee, Roorkee, Uttarakhand, India (hereinafter referred to as IITR)

#### AND

Arba Minch University, Ethiopia (hereinafter referred to as AMU)

#### **WHEREAS**

- A IITR and AMU wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- B IITR and AMU wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

## ARTICLE 1 AREAS OF COOPERATION

IITR and AMU agree to the following goals and objectives in order to initiate the international partnership programme:

- (a) Exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest;
- (b) Academic exchanges, including mutual visits of faculty and school members to pursue research and to lecture, and student exchanges on a reciprocal basis;
- (c) Identifying opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- (d) Identifying opportunities for commercialisation of technology;
- (e) Organisation and participation of joint academic and scientific activities such as seminars and conferences;
- (f) The parties agree that the initial focus of this linkage be in the area of Water Technology.

The parties hereby agree that the MOU may be supplemented by agreements in specific academic disciplines/institutional units and that the types of cooperation may be revised by mutual consent. These will be detailed out and documented as annexes to this MOU.



# ARTICLE 2 COORDINATION

Prof. Sandeep Singh, Dean Alumni Affairs and International Relations shall be the Coordinator from IITR and Mr. Fissiha Bekele, Corporate Communication Directorate's Director, shall be the Coordinator from AMU. The participants and Coordinators may change from time to time as decided by the appropriate authority of the respective institutions.

## ARTICLE 3 ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under the MOU, representatives of IITR and AMU may meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both IITR and AMU must obtain the agreement in writing of their respective finance departments.

The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. IITR and UW acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home University.

Each institution will adhere to the intellectual property laws of its nation. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programmes. This joint ownership also entitles each party to explore commercialization. However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement.

Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

# ARTICLE 4 MANAGEMENT COMMITTEE

IITR and AMU will appoint representatives to manage and oversee the joint management activities. The representatives of IITR and AMU may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.



## ARTICLE 5 ADHERENCE TO LAWS

Staff and student s of either institution involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the host institution.

# ARTICLE 6 AMENDMENTS

The MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of IIT and AMU.

# ARTICLE 7 TERM OF AGREEMENT

The MOU shall commence on the date of its execution by the last to sign of IITR and AMU and shall remain in force for a period of five years and may be renewed upon its expiry and with the agreement of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.

## ARTICLE 8 LEGAL STATUS

Nothing in this MOU shall be construed as creating any legal relationship between the parties. The MOU is a statement of intent to foster genuine and mutually beneficial cooperation.

## ARTICLE 9 LANGUAGE

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The English version of this MOU shall be the authoritative version of the MOU for all purposes. In the event of a conflict between the English version and any translation of the MOU, the English version shall prevail.

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

ARBA MINCH UNIVERSITY

3rd Feb. 20

Professor Sandeep Singh
Dean Alumni Affairs & International Relations

Date: 3rd Feb 2015

Dr Feleke Woldeyes President

Date: 3/2/2015