



## **Memorandum of Understanding**

between

**Sheffield Hallam University Higher Education Corporation**

and

**Indian Institute of Technology Roorkee**

The parties to this memorandum of understanding ("MoU") are:

- (1) **SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION** whose principal address is at Sheffield Hallam University, City Campus, Howard Street, Sheffield S1 1WB, U.K. (the "University"); and
- (2) **INDIAN INSTITUTE OF TECHNOLOGY ROORKEE** an Institute of national importance, whose principal address is at Indian Institute of Technology Roorkee, Roorkee 247667, Uttarakhand, India. (the "Institution").

## 1 OBJECTIVES

- 1.1 This MoU relates to proposed links between the University and the Institution. The parties propose to co-operate in discussions and joint activities in relation to the following:

- establishment of a visiting lectureship between the University and the Institution;
- establishment of a research partnership which provides opportunities for students of the University and Institution to carry out and publish joint research;
- continuation of the exploration of partnership opportunities relating to research and joint conferences.

(together the "Programme").

- 1.2 The parties understand that this MoU is designed to cover the discussions required to establish whether any of the activities comprised in the Programme are suitable to be pursued and, if so, to identify the main terms upon which each of the parties would like to proceed with them. These activities shall be formally documented in separate legally-binding contracts, on detailed terms to be agreed between the parties.

## 2 PERIOD

This MoU is effective from the date of signature by both parties for a period of two (2) calendar years or until a formal agreement between the parties relating to the Programme is entered into, whichever is the earlier.

## 3 BRANDING

- 3.1 The Institution hereby acknowledges that the University possesses the absolute and exclusive proprietary rights to the University's name, branding, logos and coat of arms (the "University's Brand"). The Institution further acknowledges that the University's Brand shall remain the sole property of the University. This MoU

does not grant the Institution the right to use the University's Brand in any publicity, advertising or news release.

- 3.2 The University hereby acknowledges that the Institution possesses the absolute and exclusive proprietary rights to the Institution's name, branding, logos and any coat of arms (the Institution's Brand"). The University further acknowledges that the Institution's Brand shall remain the sole property of the Institution. This MoU does not grant the University the right to use the Institution's Brand in any publicity, advertising or news release.

#### **4 INTELLECTUAL PROPERTY**

- 4.1 The University and Institution agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arises 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 consistent with officially laid down IPR policies of the two parties.

#### **5 DISPUTE RESOLUTION**

- 5.1 If either party has any issues, concerns or complaints about any matter arising out of or in connection with this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the University Secretary on behalf of the University and the Dean of Resources and Alumni Affairs on behalf of the Institution (together the "Authorised Officers"), who shall decide on the appropriate course of action to take.
- 5.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000 (the "FOIA")) in relation to this MoU or any matters arising therefrom, the matter shall be promptly referred to the Authorised Officers. Subject to paragraph 5.3 no action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response could be reasonably expected to adversely affect the position of either party, without the prior approval of both of the Authorised Officers (or their nominated representatives).
- 5.3 Where the University receives a request for information made under the FOIA in relation to this MoU, it shall consult with the Institution as to the information to be disclosed. However, the Institution acknowledges that it shall be the responsibility of the University to determine whether an exemption to disclosure of the requested information applies in accordance with the FOIA.

## **6 CHARGES AND LIABILITY**

- 6.1 The parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 6.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's or agent's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.


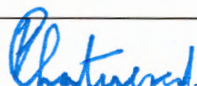
## **7 STATUS**

- 7.1 This MoU is not intended to be legally binding (except in relation to paragraphs 6 and 8), and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into this MoU intending to honour all their obligations.
- 7.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.
- 7.3 This MoU is subject to the conditions and recommendations of the academic approval process of the University being satisfied and to the granting of all applicable licenses as required by the University, the Institution or any relevant government or public authorities.
- 7.4 If this MoU is translated into any other language, the English language version of this MoU shall prevail.

## **8 GOVERNING LAW AND JURISDICTION**

If the parties are unable to completely resolve the through negotiation as set out in clause 5, the parties agree that any disputes between them shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of, the country of domicile of the defendant to the action.

Each party hereby confirms its agreement to the terms contained in this MoU.

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| Authorised to sign for and on behalf of<br><b>SHEFFIELD HALLAM UNIVERSITY<br/>HIGHER EDUCATION CORPORATION</b> | Authorised to sign for and on behalf of<br><b>INSIAN INSTITUTE OF TECHNOLOGY<br/>ROORKEE</b>   |
| Signature:                    | Signature:  |
| Name: Mr James Richardson  | Name: Prof. Ajit K Chaturvedi  |
| Title: Global Engagement<br>Director   | Title: Director IIT Roorkee  |
| Date: 25 October 2018  | Date: 02 December 2018   |