



Cooperation Agreement
between
Indian Institute of Technology Madras, India
and
Deakin University, Australia

1. PARTIES AND NATURE OF DOCUMENT

- 1.1 This Cooperation Agreement (**Agreement**) recognises and affirms the intention of the Indian Institute of Technology Madras (hereinafter IITM) and Deakin University (hereinafter Deakin)_(hereinafter collectively referred to as the Institutions”) to develop a collaborative arrangement to explore and participate in collaborative teaching, training, research and other agreed activities that further enhance the relationship between the Institutions.
- 1.2 The Institutions are signing this Agreement to record their intention to collaborate and work together. The Institutions agree that only this paragraph 1.2 and paragraph 7 (General Binding Terms) of this Agreement are legally binding upon the Institutions. All other provisions of this Agreement are non-binding and will not create or give rise to any legal obligations on either Institution.

2. RELATIONSHIP AND OPPORTUNITIES

- 2.1 Throughout the term of this Agreement the Institutions will:
- (a) work together and share information about their organisations to develop an enhanced understanding of each other’s capabilities and requirements;
 - (b) establish a working relationship based on these capabilities and requirements; and
 - (c) use their reasonable endeavours to foster collaboration between their organisations.
- 2.2 Specifically, the Institutions will, having regard to their own resources and limitations, use reasonable endeavours to:
- (a) identify opportunities for joint activities in areas of mutual interest, which may include:
 - (i) collaboration that addresses pressing issues in India, and across the globe and that strengthen academic exchange and research collaborations across the breadth of disciplines at the Institutions.
 - (ii) collaboration that fosters international consortium partnerships to address the above topics;
 - (iii) collaboration that fosters the development and joint teaching programs of undergraduate or postgraduate coursework and the development of postgraduate research seminars jointly taught;
 - (iv) collaboration that promotes the global visibility of the Institutions, and deepens their multi-lateral and cross-institutional partnership;
 - (v) organization of conferences and workshops that promote sharing ideas among

scholars, policy makers, and business leaders from around the world in the area of global and regional development agendas;

- (b) facilitate visits from one Institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities;
- (c) explore opportunities for research projects, staff and student exchange mobility activities between the Institutions; and
- (d) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the Institutions.

3. COOPERATION FUNDS

- 3.1 The Institutions intend to launch a joint Global Strategic Cooperation Fund to support research and other collaborative activities carried out by the Institutions under this Agreement (**CO-OP Fund**). The Institutions will contribute to the CO-OP Fund on a matched fund basis, with each institution allocating up to \$50,000USD annually for 3 years to support joint projects or collaborative activities each year. The extensions for the second and third years will be contingent on mutual acceptance based on the outcomes from the previous year(s) of the program and availability of funds.
- 3.2 The steering committee referred to in paragraph 4 will discuss and agree on the application and distribution of CO-OP Fund monies for specific research projects or other collaborative activities (each a **Project**).

4. STEERING COMMITTEE

- 4.1 The Institutions agree to establish a joint steering committee joined by designated leaders, academics and administration staff to manage the collaborative programs. Communication mechanism is to be set up to discuss work plans on regular basis. The steering committee is to have meetings once or twice a year to discuss, promote and implement the collaborations and review the outcome. The Institutions agree to designate the following persons as focal points for any administrative aspects of this Agreement:

for Indian Institute of Technology Madras:

Prof. Raghunathan Rengaswamy
Dean Global Engagement
2nd Floor IC&SR Bldg
Indian Institute of Technology Madras
Chennai - 600036

for Deakin University

Prof Bas Baskaran
Pro-Vice Chancellor, International
Research Partnerships
Deakin University
1 Gheringhap Street
Geelong VIC 3220
Australia
Phone: +61 522 72827
Email: [international-
partnerships@deakin.edu.au](mailto:international-partnerships@deakin.edu.au)
With a copy to:
bas.baskaran@deakin.edu.au

5. ACTIVITIES & FURTHER AGREEMENTS

- 5.1 The Institutions agree to explore opportunities to establish joint innovation and commercialisation activities in the Energy Consortium to promote collaboration and innovation between India and Australia. This may include establishing joint innovation centres and the details of these arrangements will be documented in a separate agreement.
- 5.2 It is the intention of the Institutions to undertake preliminary collaborative activities to explore and identify opportunities as outlined in paragraphs 2 of this Agreement. Prior to the commencement of substantive Projects (including collaborative research involving the use or exchange of sensitive or valuable information or intellectual property), the Institutions will enter into detailed and binding Project agreements to be negotiated between the Institutions in good faith.
- 5.3 The Institutions agree that all activities in connection with any Projects will be conducted in accordance with the following key principles unless otherwise agreed in writing between the Institutions:
- (a) any intellectual property created in the course of a Project (**Project IP**) will be owned by the Institution who creates such Project IP, or where created jointly, owned jointly by the Institutions as tenants in common in shares equal to their respective inventive contributions to such Project IP;
 - (b) each Institution grants to the other Institution a free, non-exclusive, perpetual licence to use its Project IP for the purposes of undertaking the Project and for its general purposes of research, teaching and publication;
 - (c) where relevant or necessary, any commercialisation activities in respect of jointly-owned Project IP (including whether patent applications related to the jointly-owned Project IP will be prepared and filed) will be as negotiated and agreed between the Institutions prior to any use thereof.
 - (d) Any agreement for commercialisation shall be a tripartite agreement unless waived in writing by one of the Institutes.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, an Institution may provide data or results from a Project to its Government or a funding agency when required by that Government or funding agency without restriction or any obligation to make payment of royalties. An Institution will provide reasonable notice to the other Institution if any such requirement is applicable.

6. TERM

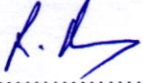
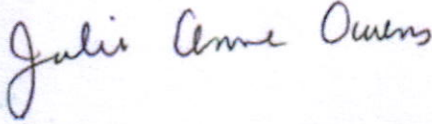

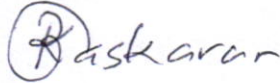
The term of this Agreement commences on the date of signature by both Institutions, and remains in full force and effect for 3 years unless it is earlier terminated by either Institution upon provision of 90-days written notice. The Agreement may be extended or otherwise amended only by mutual written agreement signed by the Institutions. Any such amendments, once executed by the Institutions, will become part of this Agreement.

7. GENERAL BINDING TERMS

- 7.1 Nothing contained in this Agreement constitutes an appointment of an Institution as agent, partner or trustee of the other Institution, or to have authority or power to act for, or create or assume any responsibility or obligation on behalf of, the other Institution. Signature of this Agreement does not constitute a representation, promise or guarantee by the Institutions that they will ultimately enter into any binding agreement in connection with this Agreement or any Project.
- 7.2 Neither Institution shall use the other Institution's name, marks or logos and/or any names that is likely to suggest that it is related to the other Institution in any advertising, promotion or sales literature without first obtaining written consent of the other Institution.

- 7.3 To the maximum extent permitted at law, a Institution will not be liable to any other Institution for consequential or incidental damages, or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this Agreement.
- 7.4 The Institutions agree to comply with all applicable laws, rules and regulations when undertaking research, teaching and other activities in connection with this Agreement.
- 7.5 If any disputes arise out of this Agreement, the Institutions must attempt to resolve the dispute through non-litigious means. Any disputes shall first be notified to the Dean (Global Engagement) at IITM and Pro-Vice Chancellor, International Research Partnerships of Deakin, or their designees, who will enter discussions and negotiations to resolve any such dispute or misunderstanding through collaboration.
- 7.6 If the parties are unable to resolve the dispute within five business days of the discussions and negotiations pursuant to **clause 7.5** a party may refer the dispute for mediation in Singapore in accordance with the Mediation Rules of the Singapore International Arbitration Centre, Singapore ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. If the dispute is not resolved within 60 days of referral to mediation, then a party may commence legal proceedings.
- 7.7 This **clause** does not restrict or limit the right of either party:
- (a) to obtain interlocutory relief; or
 - (b) to immediately terminate this Agreement, where this Agreement provides such a right.
- 7.8 In this Agreement, **Confidential Information** means any information disclosed by one Institution to the other which is marked confidential or the receiving Institution ought to know is confidential, and is not public knowledge or already lawfully known to the receiving Institution. Both Institutions agree to keep any such Confidential Information and all personal information relating to students or staff in strict confidence, and to use such information solely for the purpose of the collaboration or the relevant Project (as applicable), provided that a receiving Institution may disclose Confidential Information if required by law or with the prior consent of the disclosing Institution.
- 7.9 This Agreement may not be assigned by either Institution without prior written consent of the other Institution.

EXECUTED by the Institutions as an agreement

SIGNED for and on behalf of Indian Institute of Technology Madras by its duly authorised representative:	SIGNED for and on behalf of Deakin University by its duly authorised representative:
<p></p> <p>.....</p> <p>Dean Global Engagement</p> <p>26/July/2022</p> <p>.....</p> <p>Date</p> <p>PROF. RAGHUNATHAN RENGASWAMY</p>	<p></p> <p>.....</p> <p>Prof Julie Owens</p> <p>Deputy Vice Chancellor Research</p> <p>.....</p> <p>Date 18/07/2022</p>
<p></p> <p>.....</p> <p>Date 26 - 7 - 22</p> <p>PROF. PRATHAP HARIDOSS</p>	<p></p> <p>.....</p> <p>Prof. K. Baskaran</p> <p>.....</p> <p>Date 26/07/2022</p>