

Memorandum of Understanding on Academic and Research Co-operation

Between

McMaster University
Hamilton, Ontario, Canada

And

Indian Institute of Technology Madras
Chennai, India

Concerning the development of international academic and research linkage between ***McMaster University*** and the ***Indian Institute of Technology Madras***.

McMaster University and the ***Indian Institute of Technology Madras*** desires to collaborate and strengthen academic and research cooperation between their respective institutions based on the principles of mutual benefit;

Have agreed as follows:

Article 1

The objective of the cooperation between ***McMaster University*** and the ***Indian Institute of Technology Madras*** is to promote academic collaboration for research, education, and community service.

Article 2

Cooperation in strategic areas that are of mutual benefit will be directed towards the following activities:

- a) jointly explore the development of educational programs;
- b) jointly explore the development of community based training programs;
- c) jointly explore the development of research projects;
- d) explore the potential to exchange relevant academic and scientific information;
- e) develop a strong summer research internship program;
- f) facilitate the exchange of faculty, researchers and students.

Article 3

Each collaborative initiative will be the subject of a specific project agreement describing the activities, structure, courses, all fees and other information as well as experience to be exchanged and setting forth details related to administration, operation and funding. Appropriate institutional approval will be sought for program development and implementation. All policies and procedures within each institution, including any Ministerial and accreditation approval will be sought and followed.

The parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties. Except for the obligations under Article 6, this Memorandum of Understanding does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

Article 4

This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

Article 5

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

For Indian Institute of Technology Madras.

University Partnerships - (In-charge)
Office of Global Engagement
Indian Institute of Technology Madras
Chennai – 600036
Tel : +91 044 2257 4926
Email : partnerships@ge.iitm.ac.in

For McMaster University, Hamilton, Ontario, Canada

Ni Jadon
Senior Project Manager/International Liaison Officer
Office of International Affairs
Alumni Memorial Hall - Rm203
McMaster University
1280 Main Street West
Hamilton, Ontario, Canada
L8S 4K1

Tel: 905-525-9140 ext. 24616

Fax: 905-546-5212

Email: jadon@mcmaster.ca

Article 6

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.
2. Any Intellectual Property Right, data and information resulting from research activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.
3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.

Article 7

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

Article 8

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. At McMaster University the Office of International Affairs will seek this approval according to policy and procedures of McMaster University. McMaster University's name and logo may not be used without the written permission from McMaster University. Similarly, IIT-Madras' name and logo may not be used without their written permission.

Article 9

This MOU will remain in force for five (5) year and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

DONE in Hamilton on July 2022, in two originals in the English language, both texts being equally authentic.

For Indian Institute of Technology Madras



Prof. Raghunathan Rengaswamy
Dean Global Engagement

12 July 2022

Date

For McMaster University, Hamilton, Ontario, Canada



Dr. Bonny Ibhawoh
Vice Provost, International Affairs

July 7th, 2022

Date