

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, entered into this 06 (date) – 04 – 2016 between Indian Institute of Technology, Roorkee, India (IITR) and School of Engineering and Architecture, Lucerne University of Applied Sciences and Arts, Switzerland (HSLU).

WITNESSETH THAT:

WHEREAS, Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture desire to promote the enrichment of their teaching and research programs; and

WHEREAS, Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture desire to strengthen and expand the mutual contacts between the two Universities; and

WHEREAS, Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture desire to provide for an exchange of faculty and other collaboration between the two Universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. **Scope of Agreement** - The Agreement shall initially cover the following types of faculty and graduate student exchanges, collaborative research and other forms of collaboration.
 - A. Faculty Exchange
 1. Short-term Visiting Scholars (three months or less)
 2. Long-term Visiting Scholars (for either one (1) semester, one (1) academic year, one (1) calendar year, or more)
 - B. Graduate Student Exchanges
 - C. Collaborative Research
 - D. Other mutually agreed educational programs
- II. **Definitions** - As used herein the terms "host University" and "home University" shall have the following meanings:
 - A. Host University - the University or Institute accepting the exchanged scholar or student.
 - B. Home University - the University or Institute providing the exchanged scholar or student.
- III. **Period of Agreement** - This Agreement shall be effective 06 (date) 04 2016 and continue in full force for 5 years and effect subject to conditions in X.

IV. Initiation of Exchange - Each exchange under the terms of this Agreement will be initiated by the respective departments or disciplines of Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture. The details of each exchange shall be agreed upon in writing by the designated liaison officials of each University/Institute and approved by the respective authorities of the two Universities/Institutes.

V. Visiting Scholar Exchanges

A. Procedures

1. The cooperating Institutions will exchange information describing the kinds of activities in which each would have the greatest interest.
2. The process should begin by contacts between individual faculty from the cooperating University/Institutions, and the official procedure should be initiated by a hosting faculty through regular administrative channels.
3. The host University/Institution will accept qualified candidates in accord with availability of hosting faculty, facilities and funding.

B. Responsibilities of the Home University

1. Assist each short-term visiting scholar in the process to get salary/scholarship and fringe benefits like travel, insurance etc. from appropriate sources, including public enterprises.

C. Responsibilities of the Host University

1. Provide adequate facilities for the effective conduct of the program of work for visiting scholar, who will provide full information on research plans and equipment requirements in the request to visit. The extent of provisions is to be mutually agreed upon in advance of finalization of each individual exchange. Such Agreement shall involve appropriate liaison and the involved faculty members at both host and home universities.
2. Provide accommodation at nominal charges subject to availability.
3. In case accommodation is not available, assist exchange in locating adequate housing for the period of the visit of the scholar and provide local travel and per diem expenses associated directly with the visiting scholar's assignments.

VI. Graduate Studies - With aid from the designated liaison at both Institutions, faculty of each Institution will be encouraged to nominate quality students for graduate study and research at the other. Acceptance for graduate study and research will be in accordance with the established policies of the host Institution. It is expected that students admitted for such graduate study and research will be considered as regular graduate students by the host

Institution. The host institution will provide the usual and normal privileges to such graduate students. Any graduate study or research program that is outside the scope of the previously described program must be the subject of a separate Agreement between the Institutions.

- VII. **Collaborative Research** – With aid from the designated liaison at both Institutions, faculty will be encouraged to develop linkages that can lead to productive collaborative research projects. Normally proposals for such projects would emerge from the faculty of the two (2) Institutions. Each collaborative research arrangement will be treated individually. Faculty at both Institutions will be encouraged to develop collaborative research proposals and obtain funding necessary to implement the research projects. Projects requiring funding by the Institutions must be approved by both Institutions before starting them.
- VIII. **Other Collaborative Activities** - The text of this Agreement is not intended to limit the scope of future collaborative projects.
- IX. **Designated Liaison Officials** - Indian Institute of Technology, Roorkee, and Lucerne School of Engineering and Architecture shall each designate to the other, within sixty (60) days after the execution of this Agreement, the liaison official(s) authorized to endorse exchanges and other collaborative activities.
- X. **Termination** - This Agreement may be terminated by either party providing the other written notice of its intent to terminate. Such notice shall be given at least one (1) year prior to the effective date of the termination.
- XI. **Intellectual Property** - Disposition of Materials - Inventions or materials developed under the terms of this Agreement by exchanged faculty members shall be assigned to the host University. Proceeds from said invention or material shall be shared by Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture in accordance with their input of personnel and facilities. The host University shall provide the home University with an irrevocable, royalty-free, non-exclusive license to use the invention or materials for educational purposes, but not for commercial purposes. If the inventions or materials are made or developed in the course of a sponsored program funded by grant or contract, the determination of rights shall be subject to, and limited to, the provisions of the contract or grant. The host University shall notify the home University of such conditions by indicating such at the time of implementation of the exchange.
- IIITR and HSLU agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise 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 Institutions.
- XII. **Non-discrimination** - Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture agree that no person shall on the grounds of race, colour, national origin, sex, or creed be excluded from participation under the terms of this Agreement.

XIII. **Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

XIV. **Resolution of disputes** - Any dispute or differences which may arise between the members relating to any matter under this MOU shall be settled by consultation and negotiation, or failing that, through mediation by a mutually agreed third party.

IN WITNESS WHEREOF, Indian Institute of Technology, Roorkee and Lucerne School of Engineering and Architecture have executed this Agreement as of the date first above written.

Indian Institute of Technology, Roorkee

Lucerne School of Engineering and Architecture

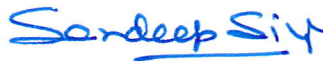
(Prof Pradipta Banerji)
Director

(Prof. Viktor Sigrist, PhD)
Director



Witness:

Witness:


19th April 2016

Prof. Sandeep Singh
Dean Alumni Affairs and International Relations
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(Prof. Uwe W Schulz, PhD)
Head of International Office

