MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF SOUTHAMPTON

AND

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the 13th day of May 2014.

BETWEEN

UNIVERSITY OF SOUTHAMPTON incorporated by Royal Charter of Highfield, Southampton SO17 1BJ, UK (hereinafter referred to as "UoS")

AND

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE of ROORKEE-247667, (Uttarakhand) INDIA (hereinafter referred to as "IITR")

WHEREAS

- A UoS and IITR wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- B UoS and IITR 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

UoS and IITR 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; and
- (e) organisation and participation of joint academic and scientific activities such as seminars and conferences.

ARTICLE 2 ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under the MOU, representatives of UoS and IITR 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 UoS and IITR 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. UoS and IITR 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 Institution.

ARTICLE 3 MANAGEMENT COMMITTEE

UoS and IITR will appoint representatives to manage and oversee the joint management activities. The representatives of the UoS and IITR 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 4 ADHERENCE TO LAWS

Staff and students 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 5 AMENDMENTS

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of UoS and IITR.

ARTICLE 6 TERM OF AGREEMENT

This MOU shall commence on the date of its execution by the last to sign of UoS and IITR 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.

Either UoS or IITR may cancel the MOU by giving six months notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

ARTICLE 7 LEGAL STATUS

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

UNIVERSITY OF SOUTHAMPTON

Professor Don Nutbeam

Vice-Chancellor Date: 13 - May 2014.

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

Professor Pradipta Banerji

Director

Date: 13th May 2014.