

## MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding (MoU) is made between**

- (A) National Institute of Technology Durgapur, West Bengal-713209, INDIA**
- (B) University of Kentucky, Lexington, KY 40508**

To develop an academic exchange and cooperation program in academics and research, The University of Kentucky, Lexington, KY, USA and National Institute of Technology Durgapur, India have agreed to the following under this Memorandum of Understanding:


1. Based on the principles of mutual benefit and respect for each other's independence, the two institutions will foster:
  - a) Joint research activities
  - b) Formation of joint research groups and undertaking collaborative research activities through participation in nationally/internationally funded projects
  - c) Exchanges of scientific and technical information
  - d) Organization of joint events such as international conferences
  - e) Exchange of students and faculty
2. Specifics for visits and any assistance will be included in each specific agreement.
3. Both parties will participate in joint research projects and apply for appropriate funds to national or international funding agencies. If both parties agree, additional partners could also participate in the projects.
4. It is implicit that every activity undertaken under this MOU is approved, in a signed writing, by the appropriate officials at each institution and must fall within each institution's academic and fiscal constraints.
5. This MOU comes into effect on the date of signature for an initial period of three years and can be renewed for another three-year period after the previous MOU has expired. Extension of MOU is an active step six month before expiry of the previous MOU and subject to prior existence of actual cooperation activities in the previous three-year period of MOU. If the MOU is not actively renewed, it expires automatically.

In order to terminate this MOU, a one year written notice must be issued by either party.

6. This MOU may be modified at any time after due consultation between the two institutions.
7. No party shall have the right to use the name or emblem of another party without the prior approval of that party in writing.
8. Issues relating to intellectual property rights shall be resolved by both parties for each joint project separately before the start of the project.

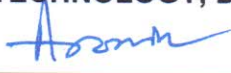
9. Both parties agree that this MOU does not contain any financial obligations for either side, and that measures will be pursued on the condition that national or international funds are available for the specific purpose.
10. This document cannot be treated as a legal document and be produced in a court of law.
11. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the Directors of both the institutions. All such decisions shall take into account the status of students working/projects under this arrangement and the interest of such students/ projects shall be guarded as much as possible.

**UNIVERSITY OF KENTUCKY**

  
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**Susan Roberts, Ph.D.**  
**Associate Provost for**  
**Internationalization**

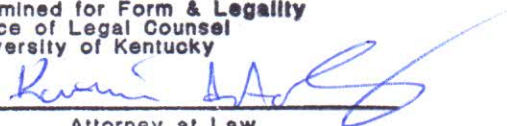
January 30<sup>th</sup> 2017  
**Date**

**NATIONAL INSTITUTE OF  
TECHNOLOGY, DURGAPUR**

  
\_\_\_\_\_  
**Prof. Asok De**  
**Director**  
**DIRECTOR**  
National Institute of Technology  
Mahatma Gandhi Avenue  
Durgapur - 713209 (W.B.) India

February 10<sup>th</sup> 2017  
**Date**

Examined for Form & Legality  
Office of Legal Counsel  
University of Kentucky

By:   
\_\_\_\_\_  
Attorney at Law