



**Memorandum of Understanding**  
*between*  
**Hohai University, China**  
*and*  
**National Institute of Technology**  
**Durgapur, India**



**A. Title & Parties**

This Memorandum of Understanding (MoU) is to establish an affiliation by and between National Institute of Technology Durgapur (here referred as NITD) is an autonomous institution of the Government of the Republic of India under Ministry of Human Resource Development, with legal address registered at Durgapur 713 209, West Bengal, India, of the FIRST PART

And

Hohai University, China, (here referred as HHU) with legal address registered at 1 Xikang Rd, Nanjing, Jiangsu Province, China, Post Code: 210098 of the SECOND PART, have agreed to foster the cooperation, for the purpose of exchange of faculty/staff/students and other initiatives.

**B. Preamble**

**I. Definitions**

In accordance with the mutual desire to foster cooperation between NITD and HHU in order to explore the potential for collaboration in the areas set out below, the two institutions agree to enter the following Memorandum of Understanding.

**II. Objectives**

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on the basis of equality and reciprocity.

**III. Areas of cooperation**

Based on the principles of mutual benefit and agreement, both institutions intend to explore opportunities for collaboration in the following areas:

- (a) Exchange of students between the two institutions at both the undergraduate and post-graduate level either for short-term academic visit or for an academic degree.
- (b) Exchange of faculty, research scholars and staff between the two institutions for the purposes of teaching courses, research collaboration.

- (c) Research collaboration in the fields with mutual interest between the faculty and staff members of departments, and schools of both institutions, including but not limited to the formation of joint research centers, joint application for research funds, joint implementation of research projects, joint publication of academic papers, and jointly organizing international conferences and seminars on mutually agreed research topics.
- (d) Exchange and sharing of teaching and academic materials, publications, reference and other pertinent information.

#### **IV. Forms of cooperation**

NITD and HHU agree that detailed terms and conditions that guide each activity identified above, if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of proposed activity and financial arrangements.

#### **V. Central Authorities**

Each institution shall appoint one member of its teaching/research faculty to coordinate the program on its behalf. The HHU contact person will be Prof. Yiping Li, Director, Environmental Science, College of Environment, Hohai University, 1 Xikang Rd, Nanjing, Jiangsu Province, China, Post Code: 210098. The NITD contact person will be Dr. Hirok Chaudhuri, Assistant Professor, Department of Physics, NIT Durgapur-713209, West Bengal, India. tel.: +91 94347 89019; e-mail: hirok.chaudhuri@phy.nitdgp.ac.in chaudhuri\_hirok@yahoo.co.in

#### **VI. Implementation of Memorandum**

Both institutions agree that specific projects and activities shall be developed for the implementation of this Memorandum based on discussions and negotiations between the two institutions. Agreements or contracts shall be signed separately to carry out these projects and activities.

#### **VII. Financial Arrangement**

Both institutions agree that all financial arrangements shall be determined on the basis of specific projects and activities, and will depend on the availability of funds.

#### **VIII. Protection of Intellectual Property Rights**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this Agreement shall be vested in both instates to this Memorandum.



Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld. NITD and HHU shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purpose without the payment of royalties or other fees to the other party.

#### **IX. Protection of confidential information**

Without the written consent of both the parties, none of the confidential information and project's common IPR may be transferred to any third-party.

#### **X. Revision & Amendment**

This Agreement may be amended or modified by a written agreement signed by the representatives of both institutes.

#### **XI. Settlement of Disputes**

In case, there be a dispute relating to any aspect of academic cooperation, The Director, NITD and President, Hohai University will jointly resolve the dispute in spirit of independence, mutual respect, and shared responsibility.

#### **XII. Entry into force, Duration and termination, Renewal Clause**

##### **Entry into force**

This agreement shall come into force after the completion of the internal legal procedures necessary for the entry into force of the Agreement.

##### **Duration and termination**

This Memorandum comes into force as soon as it has been signed by the two institutions. The Memorandum will remain in effect for an initial period of five years or until one party gives the other a written notice of

terminated, neither NITD nor HHU will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, NITD and HHU will ensure that the provisions of this Agreement shall continue to apply to all activities in progress until their completion.

### Renewal Clause

The Agreement shall remain in force for a period of 5 years commencing from effective date. Institutions may extend the term by written agreement signed by both after review.

### C. Concluding Paragraph and signature clause

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective governments, have signed this Treaty

This agreement has been made in the English language in two identical copies, one for each institution.



Hohai University, China



Date

Name: Weiya Xu

Designation: Vice President

Hohai University



National Institute of Technology Durgapur, India



Date

Name: Nilotpal Banerjee

Designation: Dean (Alumni Affairs & Outreach)

for Director, National Institute of Technology Durgapur

