



Memorandum of Understanding

This Memorandum of Understanding is made on the _____ day of _____ 2017 by and between the following parties:

- i. Department of Physics, the University of Liverpool, an exempt charity, of The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX
- ii. National Institute of Technology Durgapur, Mahatma Gandhi Avenue, Durgapur, West Bengal-713209, INDIA

Collectively referred to as “the Parties” or as the context permits “Party”

The University of Liverpool is one of the UK’s leading research institutions with an annual turnover of £480 million, including £133 million for research. Ranked in the top 1% of higher education institutions worldwide, Liverpool is a member of the prestigious Russell Group of the UK’s leading research universities. The University has 31,000 students, 7,700 of whom travel from all over the world to study here, and 195,000 alumni in 200 countries. Its global focus has led the institution to establish a university in Suzhou near Shanghai, in partnership with Xi’an Jiaotong University, as well as a campus in London. The University is the largest provider of 100% online postgraduate degree courses in Europe with over 10,000 students studying for Liverpool degrees around the world.

National Institute of Technology Durgapur is an “Institute of National Importance” funded by the Ministry of Human Resource Development, Government of India. The Institute has more than 5,000 students pursuing undergraduate and post-graduate studies and doctoral research. Apart from imparting quality technical education, the Institute faculties are engaged in active research in thrust areas and have been executing large number of sponsored projects. Over 25,000 alumni of the Institute have distinguished themselves in various domains in different parts of the globe.

No part of this Memorandum of Understanding shall be legally binding except Clauses 5, 6 7, 8 and 9.

1. The Parties intend to establish a Memorandum of Understanding for the mutual benefit of both parties. The Parties propose to explore the following areas of co-operation as set out in the clauses below:
 - i. *the exchange of scientific and technical knowledge and materials*
 - ii. *joint research activities*
 - iii. *faculty and administrative staff exchanges*
 - iv. *Organisation of joint events such as international conferences*
2. Any mutual projects to be implemented in the context of this Agreement shall be governed by the regulatory frameworks of both Parties and shall be subject to separate formal institutional and programme agreements which have been approved by the appropriate bodies within the two Parties in advance and shall depend on the availability of funds. No guarantee is given that such funds shall be available from either Party.
3. Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give prior written consent.
4. Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative activities described in Article 1 above for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.
5. Each Party shall own all Intellectual Property which is generated by its staff, students and agents pursuant to this Memorandum. Each Party grants to the other a royalty-free perpetual irrevocable licence to use such Intellectual Property for their own internal teaching and research purposes.
6. In the event that both Parties are responsible for jointly generating Intellectual Property, such Intellectual Property shall be jointly owned in accordance with the inventive contribution made by each Party. If such Intellectual Property is capable of commercial exploitation neither Party shall exploit without the consent of the other and on terms to be agreed.
7. This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential ("the Confidential Information"). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

8. Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:
- i. is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
 - ii. is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
 - iii. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
 - iv. has been independently developed by the Partner making the disclosure; or
 - v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
 - vi. is approved for release in writing by an authorised representative of the Party whose information it is.
9. In the execution of this Agreement both Parties shall observe the legislative and regulatory framework in their respective countries.
10. The Managers of this Memorandum are:
- | | |
|--|---|
| For the National Institute of Technology Durgapur: | Dean (Alumni, International Relations & Outreach) |
| For the University of Liverpool: | Study Abroad Coordinator, Physics |
- The Managers will liaise on matters relevant to this Agreement as well as review progress on the collaborative activities covered by this Memorandum on an annual basis.
11. If questions about the interpretation of the provisions of the Memorandum or problems caused by matters not prescribed therein should arise, both Parties shall endeavour in good faith to settle the problem.

12. This Memorandum of Understanding shall be valid for a period of five years, starting on the date of signing, unless it is terminated earlier by either Party, following three months notice in writing.
13. This Memorandum may be amended by the written agreement of both Parties.
14. Three (3) months before the date of expiration of this Memorandum, the Parties shall consult with each other to consider continuation of this Memorandum.

Signed:

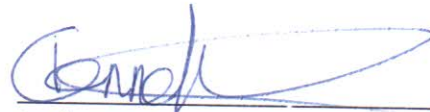


Professor Asok De
Director
National Institute of Technology Durgapur
India

Date: 15/3/17 .

DIRECTOR
National Institute of Technology
Mahatma Gandhi Avenue
Durgapur - 713209 (W.B.) India

Signed:



Professor Ken Badcock
Executive Pro-Vice-Chancellor
Faculty of Science and Engineering
University of Liverpool
United Kingdom

Date: 17/2/17