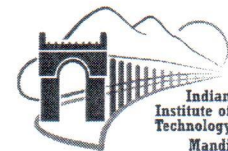




## **Memorandum of Understanding on Academic Co-operation**



*Between*

**McMaster University**  
*Hamilton, Ontario, Canada*

*And*

**Indian Institute of Technology Mandi**  
*Kamand, Himachal Pradesh, India*

**Concerning** the development of international academic and research linkage between **McMaster University** and the **Indian Institute of Technology Mandi**.

**McMaster University** and **Indian Institute of Technology Mandi** desires to collaborate and strengthen academic and research cooperation between their respective institutions based on the principles of mutual benefits;

*Have agreed as follows:*

### *Article 1*

The objective of the cooperation between **Indian Institute of Technology Mandi** and **McMaster University** is to promote academic collaboration for research, education, and community service.

### *Article 2*

Cooperation in strategic areas in the fields of Engineering, Sciences, and Humanities and Social Sciences will be directed towards the following activities:

- a) Jointly explore the development of educational programs.
- b) Jointly explore the development of industry-based training programs.
- c) Jointly explore the development of research projects.
- d) Explore the potential to exchange of relevant academic and scientific information.
- e) Facilitate the exchange for students, staff, and faculty.
- f) Explore the development of student exchange agreement.
- g) Facilitate the development of potential summer internship programs, workshops, and conferences.
- h) Explore the development of "Co-Tutelle", the joint supervision of Ph.D. students between the two institutions.

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*Article 3*

Each cooperation exchange will be the subject of a specific agreement describing the activities and the information as well as experience to be exchanged and setting forth details related to funding. Funding for such programs will be sought on a case-by-case basis from appropriate sources.

*Article 4*

This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

*Article 5*

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

**For Indian Institute of Technology Mandi**

**Prem Felix Siril, M.Sc., Ph.D.**

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**For McMaster University, Hamilton, Ontario, Canada**

**Peter Mascher, Ph.D., FCAE, P.Eng.**

Professor and William Sinclair Chair in Optoelectronics  
Associate Vice-President, International Affairs  
McMaster University



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*Article 6*

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.
2. Any Intellectual Property Right, data, and information resulting from research activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data, and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.
3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before and disclosure can be made.



*Article 7*

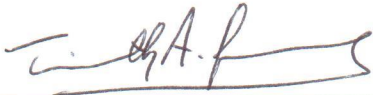
Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

*Article 8*

This MOU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

DONE in Chandigarh on February 3<sup>rd</sup> 2016, in two originals in the English language.

*For Indian Institute of Technology Mandi, Kamand, Himachal Pradesh, India*

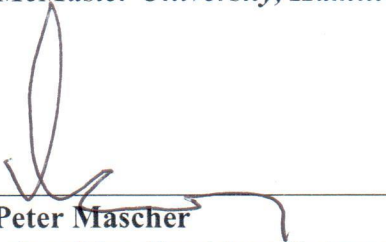


Professor Timothy Gonsalves  
Director  
Indian Institute of Technology Mandi

3<sup>rd</sup> Feb. 2016

Date

*For McMaster University, Hamilton, Ontario, Canada*



Dr. Peter Mascher  
Associate Vice-President, International Affairs

February 3<sup>rd</sup>, 2016

Date



Dr. Patrick Deane  
President and Vice-Chancellor  
McMaster University

29 February 2016

Date