

PARTNERSHIP ACTIVITY AGREEMENT FOR JOINT SUPERVISION ON GRADUATE THESIS COMMITTEES

Addendum to Memorandum of Understanding

Partner University

between

Indian Institute of Technology Madras and Partner University

WHEREAS, Partner University and Indian Institute of Technology Madras (IIT Madras) executed a Memorandum of Understanding with an effective date of and

WHEREAS, Partner University and IIT Madras desire to promote collaborative research, educational and engagement activities, and graduate student exchanges; and

WHEREAS, Partner University and IIT Madras agree to the framework for joint service on graduate thesis committees defined in this document;

NOW THEREFORE, it is mutually agreed as follows:

I. TERMS OF AGREEMENT

It is mutually understood that:

- a) external service on graduate thesis committees can foster research collaborations;
- b) requests for approval of external members of thesis committees will typically be initiated by faculty members or research groups at the two institutions with established collaborations and/or interest in establishing new collaborations;
- c) it is desirable to have external members of thesis committees participating early in the thesis project, e.g. at or before the preliminary exam;
- d) each university will follow their established procedures for approval of external members of thesis committees (current procedures are stated below; current procedures as of the time of request will be applicable);
- e) upon approval, an external member can serve as either a member or a co-chair of a graduate student's thesis committee.

II. CURRENT PROCEDURES AT THE INSTITUTIONS

II. a. IIT Madras Procedure

At IIT Madras, the procedure for adding a faculty member of **Partner University** to the Doctoral Committee or as co-advisor for an IIT Madras Ph.D. scholar is as follows:

- The concerned faculty member at IIT Madras will first obtain in writing the consent of a collaborating faculty member at **Partner University** to serve on the Doctoral Committee (DC) or to serve as co-advisor for the IIT Madras Ph.D. scholar.

- The concerned IIT Madras faculty member will then convene a meeting of the DC of the scholar, and propose the addition of the **Partner University** faculty member as Committee Member or as co-advisor, after a presentation of his/ her credentials.
- The DC will consider and forward a recommendation to the Dean of Academic Research.
- In the case of a positive recommendation, the Dean of Academic Research will approve the addition and inform the concerned faculty member at IIT Madras.

II. b. Partner University Procedure

At **Partner University**, the procedure for adding a faculty member of IIT Madras to the Doctoral Committee (as member or co-chair) for a **Partner University** Ph.D. student is as follows:

- i) The faculty advisor at **Partner University**, collaborating faculty member at IIT Madras and PhD student at **Partner University** agree to the nature of the requested arrangement (member or co-chair of thesis committee) and make an informal request to the appropriate department head (typically the department head in the student's home department).
- ii) The department head requests a "special appointment to the graduate faculty" for the IIT Madras faculty member. The request provides information on:
 - a. name, title and contact information for IIT Madras faculty member;
 - b. type of request (special appointment to the graduate faculty);
 - c. expertise of the IIT Madras faculty member, including technical expertise that is relevant for the student's proposed research area as well as experience in supervising graduate research;
 - d. responsibilities and privileges for the IIT Madras faculty member including "service on thesis committee" or "co-chair of thesis committee", as agreed by the Partner University faculty member, IIT Madras faculty member and PhD student.
- iii) Following endorsement by the Dean in the relevant college, the Graduate School evaluates the request, based on guidelines described in Appendix M of "Policies and Procedures for Administering Graduate Student Programs."
- iv) Once approved as a special member of the **Partner University** graduate faculty, the IIT Madras faculty member is eligible to serve **Partner University** thesis committees at the designated level (PhD, with privileges also extending to MS thesis committees) within the specified academic department. The appointment is typically for a 5-year period, and is renewable.

III. RELATIONSHIP TO MEMORANDUM OF UNDERSTANDING

This Activity Agreement is an addendum to Memorandum of Understanding between Indian Institute of Technology Madras and **Partner University** that was executed on date. All provisions in the Memorandum of Understanding remain in full force and effect for activities covered under this agreement.

IV. PERIOD OF AGREEMENT

This Activity Agreement shall be effective upon the date of final execution and will remain in full force for a period of five years. This Activity Agreement may be renewed beyond five years by mutual agreement. In addition, either university may terminate the Activity Agreement by providing notice to the other party in writing.

V. FUNDING

Each party is responsible for their own expenses incurred in relation to the activities described in this Activity Agreement. There will be no financial obligations imposed on either party as part of this Activity Agreement.

IIT Madras would pay visiting researcher a monthly stipend sufficient to cover living expenses on campus.

VI. USE OF NAME

IIT Madras will not use the name of **Partner University**, nor of any member of Partner University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of **Partner University**. **Partner University** will not use the name of IIT Madras, or any employee of IIT Madras, in any publicity, advertising, or news release without the prior written approval of IIT Madras.

VII. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- (a) All intellectual property held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it (the "**Background IP**").
- (b) All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by Home Institute will belong to that Institute and may not be made use of except with that Institute prior written consent. The provisions of this clause will survive till the termination of this Agreement.
- (c) Where the Institutes jointly develop intellectual property, inventions and innovations as a result of the research work of the JSP scholar working under the supervision of the guide and co-guide the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) (hereinafter collectively referred to as the "**Intellectual Property**") will be negotiated on a case-by-case basis. The general norm, for such case-by-case agreements will be that the ownership of Intellectual Property will in equal measure on the respective Institutes with the JSP scholar/faculty who had contributed to the research work acknowledged as Inventors. Save as aforesaid, nothing in this agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to

intellectual property currently licensed to or belonging to either Institute. The parties shall thereupon equally share the costs of filing, maintenance and protection of jointly developed intellectual property, unless the right to file at a particular jurisdiction is waived by one Party.

IN WITNESS WHEREOF, Partner University and Indian Institute of Technology Madras have executed this Agreement as of the date of last signature below.

Signing for Partner University

**Signing for Indian Institute of Technology
Madras**

**Name of the person signing the MoU
Partner University**

**Name of the person signing the MoU
IIT Madras**

Date

Date

NON- DISCLOSURE AGREEMENT

This Non – Disclosure Agreement is entered into on ----- 2015 by and between

INDIAN INSTITUTE OF TECHNOLOGY, MADRAS, formed by the Government of India and located at Chennai - 600 036 (hereinafter be referred to as '**IITM**' which expression shall unless repugnant to the context thereof mean and include its successors-in-interest and assigns) represented by its authorized signatory Dean, Academic Research on the other part;

AND

_____ (hereinafter be referred to as '**University**' which expression shall unless repugnant to the context thereof mean and include its successors-in-interest and assigns) represented by its authorized signatory _____ on the other part;

WHEREAS:

1. IITM and the University has entered into a Joint Supervision Program to undertake collaborative research activities and academic programs (the "**Program**"); and
2. Dr. _____, Department of _____ at IITM and Dr. _____, Department of _____ at the University have been designated by the respective institutions to coordinate on this Program and both the Professors will sign this Agreement as confirming parties (collectively the "**Confirming Parties**").
3. The Parties agree to sign this Agreement for the purpose of keeping any information disclosed by the other party as confidential or proprietary to the Disclosing Party.
4. The party disclosing the Confidential Information shall be referred to as the **Disclosing Party** and the party receiving or having access to the Confidential Information shall be referred to as the **Recipient**.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE AND THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE THAT:

1. The Disclosing Party agrees to hold all Confidential Information received as a part of the Program in confidence; use such Confidential Information only for the purposes of the arrangement between the Parties; reproduce such Confidential Information only to the extent necessary for such purposes; restrict disclosure of such Confidential Information to his employees or affiliates with a need to know and inform such employees or affiliates of the obligations assumed herein; and not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party.
2. For the purpose of this Agreement, the term “*Confidential Information*” shall mean and include any and all tangible expression of information exchanged with the other by the Disclosing Party or the Researchers, oral, written, or in pictorial form and shall specifically include, without limitation, all knowledge or information concerning the patent, know-how, information, operations and assets of the Disclosing Party, samples, technical, patentable material, operational, administrative, economic, planning or financial nature which is not readily available to the public such as: data, know-how, procedures; computer systems, programs, software devices, plus information about the design, methodology and documentation thereof; records and repositories of all of the foregoing, in whatever form maintained; photographs, plans, notes, renderings, journals, notebooks, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.
3. The Recipient agree to protect Confidential Information received from the Disclosing Party or the Researchers with at least the same degree of care as he/she would normally exercises to protect his own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party’s Confidential Information. However any such disclosure will not absolve the Recipient of any liability.
4. The restrictions set forth in this Non-Disclosure Agreement on the use or disclosure of Confidential Information shall not apply to any information:

- (a) which is developed by the Recipient or
 - (b) rightfully received free of restriction from another source having the right to so furnish such information; or
 - (c) after it has rightfully become generally available to the public; or
 - (d) which at the time of disclosure was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possession; or
 - (e) which the Disclosing Party agrees in writing is free of such restrictions.
5. All information shall remain the property of the Disclosing Party and shall be returned upon written request or after the purpose for which the doctoral committee was established has come to an end.
 6. This Agreement shall be governed by Indian laws and the jurisdiction will exclusively lie before the courts at Chennai.
 7. This Non-Disclosure Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.
 8. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed by the respective parties or on behalf of each of the Parties by their respective authorized officers or representatives.
 9. This Non-Disclosure agreement shall be effective for a period commencing fromto At the end of the transaction between the parties, Recipient will forthwith return to Disclosing Party all data, files, documents, software codes and all information in its possession, which is confidential and proprietary to the Disclosing Party.
 10. All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered post to the Parties

at their addresses specified in the introductory portion of this Agreement, or at any other address which a Party might specify in writing.

11. The obligations of the parties under this agreement will continue to be binding on both Parties for a period of 2 years from the date of expiry or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Nondisclosure Agreement as of the date written above.

For INDIAN INSTITUTE OF TECHNOLOGY MADRAS

For _____

SIGNATURE:

SIGNATURE:

Authorized Signatory
In the presence of _____

Authorized Signatory
In the presence of _____

DATE :

DATE :