



MEMORANDUM OF UNDERSTANDING
By and Between
Delhi Technological University, Bawana Road,
Delhi, INDIA
And
La Trobe University, Victoria, Australia, 3086



This Memorandum of Understanding is entered into as on07.02.2019 (the "Effective Date"), by and between La Trobe University, Victoria, a public research University established under the La Trobe University Act 2009 and located in Kingsbury Drive, Bundoora, Victoria, Australia, 3086, on behalf of its Pro Vice-Chancellor (International) and Delhi Technological University, located in New Delhi, India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

This Agreement serves only as a record of the Parties' general intentions and does not intend to constitute or create any legally binding or enforceable obligations, express or implied, under domestic or international law except where expressly stated. The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities;
- 1.2 Joint degree programs;
- 1.3 Team taught courses, including online courses;
- 1.4 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the host institution;
- 1.5 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions;
- 1.6 Placement of students in paid internships and co-ops, when possible through placements by the host university, providing they meet the legal criteria of the host country;
- 1.7 Exchange scholarly information including research papers, indices to thesis, books and magazines on relevant subjects and potential joint projects where possible and appropriate;
- 1.8 Extend invitations for attending scholarly meeting and national and international conferences;
- 1.9 Organizing joint Seminars/Conferences/Workshops/Symposiums etc. in the two countries;
- 1.10 Organizing activities jointly in social and cultural areas;
- 1.11 Promote cooperation with third organizations based on common interest, international education, research and other networks;

ARTICLE II: THE AGREEMENT

- 2.1 At....., this Agreement will be administered by La Trobe University and by Delhi Technological University. This Agreement may also involve other colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrate at each institution. This Memorandum of Understanding (MOU) is the basis for specific agreements.
- 2.3 Neither institution is responsible for any financial support under this Agreement.

ARTICLE III: GENERAL TERMS

- 3.1 This Agreement encourages the exchange of students between the two Universities.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this Agreement must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.
- 3.6 Both the Universities may not use the name, logo or trademarks of the other University/Institution and shall also not use the reference of employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of the other partner.
- 3.7 Confidentiality: the Parties acknowledge that they will come into possession of information, which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each party covenants and agrees that it shall not, at any time, disclose to any third party, any Personal Information or any other confidential information of the other Party without first having obtained the prior written consent of the other Party. This is a legally binding obligation that will survive the termination of this Agreement.
- 3.7 The Agreement can be amended or changed by mutual written consent.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years. This Agreement will be amended by the exchange of letters between the two institutions. Such amendments, once approved by both the institutions, will become part of this Agreement. This Agreement may be terminated by either side with at least thirty(30) days written notice. However, the commitments already in progress must be fulfilled.



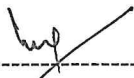
IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original and have equal validity.



Prof. Samsheer

Registrar, Delhi Technological University, Delhi

(Govt. of NCT of Delhi)
(Formerly Delhi College of Engg.)
Shahbad Daultapur, Bawana Road,
Delhi-110042

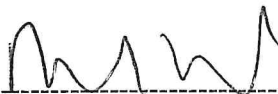


Prof. Vishal Verma

Dean (International Affairs)

Delhi Technological University, Delhi





Professor Richard Speed

Deputy Vice Chancellor (International)

La Trobe University, Victoria, Australia

Date:



Authorise Signatory/ Witness