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**Indian Institute of Technology Bombay (IITB)
and
Fundación Universidad de las Américas, Puebla (UDLAP)**

MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Indian Institute of Technology Bombay, India, and Fundación Universidad de las Américas, Puebla, the two institutions agree as follows:

The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:

- Visits by and exchange of faculty members and research scholars.
- Exchange of information including, but not limited to, research publication of faculty members.
- Joint research activities and joint supervision of research work.
- Joint conferences or symposia on subjects of mutual interest.

This memorandum is not intended to create binding or legal obligations on either party. Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronic record correspondence at least three months prior to the initiation of a particular program or activity in order for the said initiative to proceed. Intellectual properties generated under this MoU shall be governed by the IPR policies of respective institutions.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

If the Memorandum remains dormant for five consecutive years, it will be deemed to have lapsed. Where the Memorandum continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.

Should on-going collaborative activities be affected by termination, the parties undertake to resolve any issue amicably by mutual agreement.

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DISTINCTIVE SIGNS

Both institutions agree that the intellectual property rights linked to their respective distinctive signs such as trademarks, trade names, slogans, logos, designs, among others, are and remain their sole property.

This MOU, under no circumstances, will be interpreted as an instrument of transfer, licensing, sale, donation, or any other form of transmission of such property in favor of the other institution. Each institution has the duty to respect and enforce the intellectual property of their respective counterpart under this MOU. The institutions cannot use the distinctive signs in any way except with the prior written consent of the other party or under the conditions established in the addenda.

JOINT PROPERTY

The institutions agree that any intellectual property rights arising from or in connection with this MOU, through and by the joint and collaborative efforts of the institutions shall be jointly owned and subject to specific terms and conditions detailed in writing by the institutions.

Institute of Technology Bombay and UDLAP shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both institutions under this MOU, unless otherwise mutually agreed upon in writing by the institutions.

CONFIDENTIALITY

UDLAP and Institute of Technology Bombay, agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any program or activity conducted pursuant this MOU, excluding any information that is already in the public domain.

Each institution agrees to obtain written permission from the academic/administrative staff and students involved in this MOU in order to transfer their personal information and data according with the national regulation in force for each institution.

Both institutions shall apply security measures to avoid any act or action tending to transfer or publish the personal information and data of academic/administrative staff and/or students involved in this MOU, and the institutions shall use such information and data solely for the purpose of this MOU.

RESPONSABILITY

Institute of Technology Bombay and UDLAP agree to release, waive, relinquish and discharge their respective counterpart and its successors, representatives, employees, agents, and assigns derived from any claim, liability, obligation, demand and any other cause of action whatsoever, whether known or unknown, including, without limitation, claims for personal injury, wrongful death, property loss, damages of any kind, costs, charges, attorneys' fees, court costs and other expenses of any kind resulting from the acts, howsoever caused by the academic/administrative staff and/or students of the other institution, including their spouses or dependents.



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DURATION AND TERMINATION

This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective unless otherwise modified or terminated, with the understanding that either institution may terminate it or request the renegotiation of its conditions, by giving the other party six (6) months written notice, unless an early termination is mutually agreed upon. Under such circumstances, any on-going exchange program or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both institutions mutually agree in writing to the earlier termination of the programme or cooperative activity.

NOTICE

Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via mail or by courier or facsimile (which shall be acknowledged by the other institution) to the institutions at the address and facsimile number as stated below:

IITB

Office of Dean International Relations

Main Building, First Floor

IIT Bombay

Powai

Mumbai 400076

Maharashtra

INDIA

Phone: +91-22-25767075

Facsimile +91-22-25764005

Email: dean.ir@iitb.ac.in

UDLAP

International Affairs Office

Fundación Universidad de las Américas, Puebla

Ex Hacienda Santa Catarina Mártir S/N

C.P. 72810 San Andrés Cholula, Puebla

Mexico

Phone: +52 (222) 229 - 3160

Facsimile +52 (222) 229 - 3169

Email: udla.internacional@udlap.mx

MISCELLANEOUS

This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both institutions.



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Neither institution shall assign, transfer or otherwise dispose of this MOU and any related addendum, or its obligations or liabilities hereunder in whole or in part to any other third party without written consent of the other institution.

The institutions acknowledge that all visits or exchanges of academic/administrative staff and/or students will be subject to compliance with the entry and visa regulations of the Mexican Republic and India, with the respective institutional requirements with respect to staff and student visits.

This MOU is not intended to be legally binding. It merely expresses the intentions and understanding of the institutions which will form the basis of any legally binding agreement to be drafted and executed in the future.

Both institutions hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or agreements with any third party without reference to the other institution.

In witness thereof, the institutions have caused this MOU to be executed by their authorized representatives.

Prof. Devang Khakhar
Director

Date: 25/1/2018, 2017

Dra. Cecilia Anaya Berríos
Academic Vice President

Date: 22 / 11, 2017.

Mtro. Mario Vallejo Pérez
Vice President for Finance and
Institutional Advancement

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Mtro. Juan Carlos Ley García
Director of International Affairs Office



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**STUDENTS AND SCHOLARS Exchange Program Agreement (SSEPA)
BETWEEN**

Indian Institute of Technology Bombay

AND

Fundación Universidad de las Américas, Puebla

Indian Institute of Technology Bombay, Mumbai, India ("IITB") and Fundación Universidad de las Américas, Puebla ("UDLAP"), wishing to have cooperative relations and promote the enrichment of their education and research programs, agree to develop a relationship in accordance with the terms and conditions set forth in this Students and Scholars Exchange Program Agreement ("SSEPA"), which is entered as of this _____ (day) of _____ / _____ (month & year).

I. SCOPE OF COOPERATION

The areas of cooperation include, subject to mutual written consent, any program offered at either university that both IITB and UDLAP, agree would be feasible and would contribute to the fostering and development of the cooperative relationship between the two universities.

II. STUDENT EXCHANGES

A. Definitions: In this SSEPA, "exchange students" shall mean students participating in the exchange implemented under the terms and conditions of this document; "home institution" shall mean the university from which the student intends to graduate; and "host institution" shall mean the university that has agreed to receive the exchange students from the home institution. Exchange students may be full time undergraduate or graduate students registered at the host institution to engage in course work or a combination of research and course work.

B. Duration: A maximum of two (2) students will participate in the exchange between the Universities in each academic year. Two exchange students enrolling for one semester of study is equivalent to one exchange student enrolling for one academic year of study. The Exchange Program aims for parity in the number of students exchanged over the term of the Agreement. If either university is unable to send the students for one semester of study in any year during the Term of the Agreement, then that university will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement.

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C. Point of Contact: Each party shall appoint a program coordinator to be the point of contact with the other and with the visiting exchange students. It will be the responsibility of the program coordinator to advise the exchange students or designate an appropriate academic advisor, to oversee the exchange students' progress, and to assist them in their interactions with non-academic officials. This official will also maintain contact with home institution students studying at the host institution, and will be responsible for discussions leading to updates or other amendments to this SSEPA. The Dean of International Relations at IITB and the Director of International Affairs at UDLAP will serve as program coordinators. Each institution agrees that information regarding an exchange student shall be made available to the parties hereto, and to the exchange student, and not to any third party.

D. Length of Stay: Upon completion of the approved academic program at the host institution, the exchange students must return to the home institution, unless both cooperating universities approve the extension of stay by written.

E. Rules and Regulations: During the period of participation in the exchange program, all exchange students will abide by the policies, rules, and regulations in effect at the host institution and in the host country. Exchange students whose academic work or behavior is deemed not suitable may be terminated from participation in the exchange program by mutual consent of the program directors for both institutions. Notwithstanding the foregoing, in instances where the program director for either institution determines that an exchange student's termination is necessary for reasons of health or safety, that program director may act unilaterally to remove the exchange student in question from the exchange program. In such instances, the other program director will be notified promptly of the termination and the reason(s) for it.

F. Health Insurance: To be eligible to participate in the program, all students must have preferably prior to arrival at the host country, an international health and medical insurance coverage for the entire period of stay at the host institution, and that must include, International emergency and sanitary evacuation and Repatriation of remains in case of death. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, shall be the personal responsibility of the students.

G. Passports and Visas: Each year, UDLAP will submit to IITB the names and all required documents of participating students four months prior to the beginning of the exchange program, and IITB will send to UDLAP a letter of acceptance or otherwise for each student at least two months prior to the beginning of the exchange program.

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H. Responsibilities of the Parties: The host institution will assist exchange students with orientation, registration, visa related matters, transportation, housing, meals, and campus life and activities, as needed. The host institution will register the exchange students and will provide information and advice on course schedules. The host institution will assist the exchange students to obtain appropriate housing. At the end of the study period, the host institution will issue an official transcript of the student's academic work.

- Use any personal data provided by the home institution and/or the student solely for the purposes for which the home institution or student disclosed it;
- Cease use of the personal data if the data subject withdraws his/her consent except where the relevant laws of the host institution permits the use;
- Take appropriate technical and organizational measures to protect personal data;
- Not retain personal data for any longer than is necessary for business or legal purposes; and
- Not disclose or transfer any personal data received from the home institution or the student to a third party.

The host institution retains the right to refuse any applicant if the applicant does not fulfil the minimum requirements of the host institution and those specific to the College/Department to which application is made. The host institution reserves the right to exclude students from restricted enrolment programs.

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J. Finances: All travel and living expenses, including airfare, meals, administrative, health care, and any costs for processing visas, will be borne by the exchange student. This financial arrangement may be varied by mutual agreement of the home and host institutions, thus allowing for greater flexibility in the number of participants. Students will pay tuition only at their home institution.

K. Accommodation: The host institution will provide on-campus housing to the exchange students.

III. RESEARCH

Exchange students desiring to combine course work and research at the host institution will submit their request at the time of application. The program director at the home institution will assist the student in identifying appropriate research groups at the host institution. The program director at the host institution will place students in research groups, depending on availability. These students will receive credit for their research and will receive an official transcript from the host institution, if there is a provision for crediting such research projects at the host institution.

Advanced undergraduate or graduate students interested in conducting only research at the host institution, without taking courses, will apply to participate in the program and will be placed in appropriate research groups by their advisors and program directors at IITB and UDLAP, depending on availability. These students will be known as Visiting Research Scholars and counted as exchange students. For each UDLAP student enrolled as a visiting research scholar at IITB, an IITB student will be able to enroll at UDLAP as a visiting research scholar, and a parity will be maintained in the number of visiting research scholars.

IV. RENEWAL, TERMINATION AND AMENDMENT

This SSEPA shall take effect on the Effective Date and shall remain in effect till the expiry of the original MoU between the parties, or a period of five years, whichever is earlier.

The SSEPA may be extended or amended only by mutual written consent of the two institutions. Such amendments, once approved in writing by both institutions, will become part of this SSEPA. Any detail not covered in this Agreement will be legitimized by the completion of a specific Agreement of Cooperation.

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IN WITNESS WHEREOF, the parties hereto have offered their authorized signatures below:

For Indian Institute of
Technology Bombay

For Fundación Universidad de las
Américas, Puebla

Prof. Devang Khakhar
Director

Date: 25/1/2018, 2017

Dra. Cecilia Anaya Berríos
Academic Vice President

Date: 22/11, 2017.

Mtro. Mario Vallejo Pérez
Vice President for Finance and
Institutional Advancement

Mtro. Juan Carlos Ley García
Director of International Affairs Office



