

**Co-operation Agreement for Establishing a
IITK-UB Joint Center of Excellence in Biomedicine and Bioengineering**

THIS AGREEMENT between the University at Buffalo (UB), The State University of New York and Indian Institute of Technology Kanpur (IITK) is effective 23 March, 2023 through 22 March 2028.

IN CONSIDERATION OF the covenant of the two parties, agreements are reached as follows:

1. PURPOSE

Both parties believe that the quality of research and teaching is strengthened by multi-institutional and international cooperation and wish to enter into a formal collaboration framework in regard to mutual enrichment of IITK and UB in academic, scientific training, research, and cultural areas.

2. OBJECTIVE

The general objective of this agreement is to establish a multiparty collaborative framework by creating a *IITK-UB Joint Center of Excellence in Biomedicine and Bioengineering* located at and administered by IIT Kanpur. This center will advance long-term multi-institutional and international collaboration in educational and research fields that are compatible with the orientation and mission of each institution, and that are relevant to the academic, scientific, industrial, social, and cultural interests and needs of the countries in which the parties are respectively located. The research focus for the Joint Center at IIT Kanpur will be on developing materials and technologies for both *in vitro* and *in vivo* applications in biosciences. The Center at IIT Kanpur will also incorporate the participation and interests of other IITs in this particular field.

3. CENTER LEADERSHIP AND ADMINISTRATION

The research and technical activities, including the selection of projects and resource allocations, of the IITK-UB Joint Center of Excellence in Biomedicine and Bioengineering at IIT Kanpur will be co-directed by Professor Dharendra S. Katti, Dean of International Relations at IIT Kanpur and Professor Paras Prasad, Executive Director of Institute for Lasers, Photonics and Biophotonics of UB. Local administrative matters will be solely decided and implemented at IITK by the Office of International Relations. Administrative support will be provided at UB by the Office of the Vice President for Research and Economic Development in cooperation with the Office of International Education.

4. MANNERS OF IMPLEMENTATION

The collaboration advanced by launching of the Joint Center will be implemented by:



- Exchange of students and researchers;
- Coordination of collaborative education, research, and training programs;
- Mechanisms of internal support for such exchange and coordination;
- Exchange of scholarly and pedagogical materials;
- Collaboration in applying for research funds from both national and international sources;
- Co-organization of international conferences and thematic workshops;
- Collaboration in seeking support from industry, private foundations, and alumni to ensure a sustainable joint center

For purposes of this Agreement, "researchers" means the following:

- faculty members
- research scientists including post-doctoral fellows
- students participating in the exchange for the purpose of research and training

5. EXCHANGE OF STUDENTS AND RESEARCHERS

- 1) The participation of any student or researcher from any organization in the exchange will be subject to the prior approval of such person by the host organization. Each institution undertakes to maintain the salary and supplementary benefits of its own personnel who participate in the exchange, consistent with its leave policies and other policies in effect.
- 2) Each institution will endeavor to raise funds for travel to the host institution for its own students and researchers wishing to participate in the exchange.
- 3) Participants visiting any host institution shall abide by the rules and regulations of that institution in regard to the use of facilities and conduct and shall be subject to the laws of the host country.

6. ASSISTANCE TO THE PERSONNEL EXCHANGED

Each institution agrees to accept visiting students and researchers within the parameters of this Agreement and will assist visiting individuals in finding living accommodations and becoming integrated into their new social environment.

7. INTELLECTUAL PROPERTY

Ownership of any intellectual property developed as a result of collaboration under this Agreement will be determined in the context of the respective policies and procedures of each institution. All intellectual property developed as a result of such collaboration will be disclosed simultaneously to each concerned party and each institution will grant the other the right to use such intellectual property for its own internal non-commercial

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research and development purposes, with no right to sublicense and subject to applicable export control regulations. Where intellectual property is jointly owned, the parties will mutually agree in writing the details viz. patent filings, marketing, licensing efforts etc. Intellectual property that has been independently developed will be retained by the originating institution.

8. INSURANCE

The parties to this Agreement acknowledge that they do not provide visiting students and researchers with medical or hospital insurance nor are they responsible for any medical or hospital expenses incurred by any visiting researcher. It is required that visiting students and researchers, ensure that adequate provision for their needs is made in these areas, in advance of the visits. Upon request, the host institution will make reasonable efforts to assist visiting students and researchers in obtaining such insurance, as appropriate, but such assistance shall not include financial assistance.

9. DURATION AND AMENDMENT OF AGREEMENT

This agreement shall have effect and be binding upon the parties hereto for an initial period of 5 years from the date of this agreement and may be renewed upon mutual agreement. Each institution represents that it has the authority to enter into this Agreement and to support the intended collaborative initiatives. This Agreement may be amended only by the mutual consent of all parties in writing.

10. EARLY TERMINATION


This agreement may be terminated only by the mutual consent of both parties or by any party upon the showing of the impossibility of performance of its terms. In any case, the party seeking termination must provide at least six months' notice.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of March 23, 2023.



March 23, 2023

Professor Abhay Karandikar
Director
Indian Institute of Technology Kanpur



23/03/2023

Professor A. Scott Weber
Provost and Executive Vice President for Academic Affairs
University at Buffalo, The State University of New York