

**AGREEMENT  
ON THE INTERNATIONAL COOPERATIVE GRADUATE PROGRAM  
BETWEEN  
INDIAN INSTITUTE OF TECHNOLOGY MANDI, INDIA  
AND  
NATIONAL INSTITUTE FOR MATERIALS SCIENCE, JAPAN**

**Article I. Scope and Objectives**

The purpose of this Cooperative Graduate Program Agreement (hereinafter referred to as the “Agreement”) is to provide a mechanism for the acceptance of PhD students of Indian Institute of Technology Mandi, India (hereinafter referred to as “COLLABORATOR”) to National Institute for Materials Science, Japan (hereinafter referred to as “NIMS”) and for exchanging key researchers within the partnering institutions.

“COLLABORATOR” and NIMS are individually referred to as a “Party” and collectively referred to as the “Parties”.

**Article II. Exchange Program**

1. The students are required to be full-time students registered in doctoral programs at COLLABORATOR (hereinafter referred to as the “Students”).
2. NIMS shall accept the Students as trainees conducting research work under the guidance of NIMS researchers. The research activities thus conducted shall be regarded by COLLABORATOR as part of the Students’ academic careers and the results may be included in their theses.
3. COLLABORATOR shall appoint NIMS researchers, who supervise the Students, as adjunct professors of COLLABORATOR allocated to doctoral programs with the approval of the appropriate faculty board.
4. The duration of stay of the Students at NIMS shall be from six (6) months to twelve (12) months. The duration of the stay may be divided into several visits.
5. COLLABORATOR is responsible for notifying the academic records of the Students to NIMS and conferring the degree on the Students.
6. The Students shall determine the research topic to be undertaken at NIMS after consultation with supervisors both at COLLABORATOR and NIMS. Depending on the study program, some prerequisites may be imposed.

7. COLLABORATOR may send a maximum of two (2) Students each year in total. The number of students may be changed each year through mutual consultation between COLLABORATOR and NIMS.
8. Candidate Students for the International Cooperative Graduate Program shall be selected initially by COLLABORATOR. These selected Students will then be assessed by NIMS personnel for final approval.
9. COLLABORATOR shall pay travel expenses between its home country and Japan of the Students. NIMS shall pay living expenses including accommodations in Japan of the Students. The living expenses shall be determined in accordance with the rules and regulations of NIMS. The Students shall live in Ninomiya house or other designated lodgings booked by NIMS.
10. COLLABORATOR shall be responsible for giving the Students guidance in providing his or her own travel and health insurance, as well as insurances in relation to any loss, damage or injury caused by the Students to NIMS.
11. NIMS shall neither levy tuition fees nor charge the Students for the use of research facilities and utilities in NIMS.
12. NIMS shall evaluate the academic performance of each Student according to the rules of NIMS and shall provide this record to COLLABORATOR for its information.
13. Both Parties are encouraged to dispatch and accept supervising researchers to and from the counterpart institution(s).

### **Article III. Intellectual Property**

1. **CRA.** In the case any anticipated Intellectual Property (IP) is expected to be created, COLLABORATOR and NIMS shall enter into a separate Collaborative Research Agreement (hereinafter referred to as “CRA”) that specifies the ownership and the treatment of background IP and such anticipated IP created during the limits of the agreement and others.
2. **Publication.** The Students are encouraged to make publicly available the results of their research after consultation with their respective supervisors.
3. **Intellectual Property.** The intellectual property made by the Students during their stay at NIMS as a cooperative graduate program trainee under the guidance of NIMS supervising researcher shall be determined based on CRA.
4. **Benefit Sharing.** For jointly owned intellectual property, the parties agree that the benefit sharing ratio from licensing and commercialization of the intellectual property will be agreed upon in an additional agreement by both COLLABORATOR and NIMS.

#### **Article IV. Planning and Review of Activities**

Both Parties should name their representatives from the participating institutions who, at mutually acceptable times, shall plan and review activities under this Agreement and do their utmost to resolve any disputes that may arise.

#### **Article V. Notice**

Any notice to the other Party hereunder shall be made in writing in English and shall be served by personal delivery, registered airmail or e-mail to the following addresses and number as follows;

If to COLLABORATOR:

Prof. Tulika Srivastava  
Indian Institute of Technology Mandi, V.P.O. Kamand, PIN 175005  
Distt. Mandi, Himachal Pradesh, India  
01905-267818  
E-mail: [adintrel@iitmando.ac.in](mailto:adintrel@iitmando.ac.in)

If to NIMS:

Office Chief, Academic Collaboration Office  
National Institute for Materials Science,  
1-2-1 Sengen, Tsukuba, Ibaraki 305-0047, Japan  
Tel number: +81- 29-859-2477  
E-mail: [academic-collaboration@nims.go.jp](mailto:academic-collaboration@nims.go.jp)

#### **Article VI. Export Controls**

It is understood that the Parties are respectively subject to their own country's applicable laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that their obligations hereunder are contingent on compliance with applicable export laws and regulations severally.

#### **Article VII. Duration of Agreement and Termination**

The Agreement is effective from the date of full execution for a period of five (5) years, unless terminated earlier by either Party by giving 6 months' written notice.

The Agreement may be amended or extended by written agreement between the Parties.

**Article VIII. Applicable Law**

This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of both the countries namely India and Japan according to the place of dispute.

**Article IX. Electronic Execution**

Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilized) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized representative as of the respective dates indicated below.

FOR  
INDIAN INSTITUTE OF TECHNOLOGY  
MANDI OF INDIA:

FOR  
NATIONAL INSTITUTE FOR  
MATERIALS SCIENCE OF JAPAN:



\_\_\_\_\_  
Laxmidhar Behera, Director

\_\_\_\_\_  
Kazuhiro Hono, President

1月 25, 2024

1月 30, 2024

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature









# ICGP Agreement between IIT Mandi and NIMS

最終監査レポート

2024-01-30

作成日:	2024-01-25
ユーザー名:	Megumi Kiwamoto (kiwamoto.megumi@nims.go.jp)
ステータス:	署名済み
トランザクション ID:	CBJCHBCAABAAmfkBqFqEOdl2QQnVzkfohj1kCSIZwCsx

## 「ICGP Agreement between IIT Mandi and NIMS」の履歴

-  Megumi Kiwamoto (kiwamoto.megumi@nims.go.jp) 様が文書を作成しました  
2024-01-25 - 1:31:51 GMT
-  文書が署名のために Prof. Laxmidhar Behera (director@iitmandi.ac.in) 様に電子メールで送信されました  
2024-01-25 - 1:31:56 GMT
-  文書が署名のために Prof. Kazuhiro Hono (kazuhiro.hono@nims.go.jp) 様に電子メールで送信されました  
2024-01-25 - 1:31:56 GMT
-  Prof. Kazuhiro Hono (kazuhiro.hono@nims.go.jp) 様が電子メールを閲覧しました  
2024-01-25 - 3:07:39 GMT
-  Prof. Laxmidhar Behera (director@iitmandi.ac.in) 様が電子メールを閲覧しました  
2024-01-25 - 4:52:09 GMT
-  Prof. Laxmidhar Behera (director@iitmandi.ac.in) 様が文書に電子サインしました  
署名日: 2024-01-25 - 6:42:06 GMT - タイムソース: サーバー
-  Prof. Kazuhiro Hono (kazuhiro.hono@nims.go.jp) 様が文書に電子サインしました  
署名日: 2024-01-30 - 0:52:57 GMT - タイムソース: サーバー
-  すべてのプロセスが完了しました  
2024-01-30 - 0:52:57 GMT