



## MEMORANDUM OF UNDERSTANDING



Between  
**Nanjing University of Aeronautics and Astronautics**  
(hereinafter referred to as "NUAA")

and

**Delhi Technological University**  
(hereinafter referred to as "DTU")

**WHEREAS**, Delhi Technological University (DTU) and Nanjing University of Aeronautics and Astronautics (NUAA) desire to strengthen and expand the mutual contacts between the two universities; and establish a comprehensively strategic relationship;

**WHEREAS**, DTU and NUAA desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

**WHEREAS**, DTU and NUAA desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:

### **I. Scope of Agreement**

This Agreement shall include, but not be limited to, the following types of collaboration:

- a. Short and Long-term Faculty Exchange
- b. Undergraduate and Graduate Student Exchange
- c. Visiting Student Programs
- d. Administrative Support Programs
- e. Collaborative Research and Discovery, Learning and Teaching, and Engagement
- f. Other mutually agreed educational programs

### **II. Period of Agreement**

This Agreement becomes effective on the date of the last signature and will remain in full force and effect for a period of five (5) years. Prior to the expiration date, the agreement may be reviewed for possible renewal for a further five (5) year period. In addition, either party may terminate this agreement as indicated in Section III below.

### **III. Termination**

This Agreement may be terminated prior to the Termination Date in any of the following ways:

- a. Termination by Agreement. The Parties may mutually agree to terminate this Agreement in writing, on the terms and dates stipulated therein.
- b. Early Termination. Either Party may terminate this Agreement at any time with or without cause by delivering written notice of termination to the other Party at least ninety (90) days prior to such early termination.
- c. Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such

breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement.

- d. Ongoing Obligations Upon the termination of this Agreement, the provisions herein shall cease to be in force and effect: provided, however, that termination of this Agreement shall have no effect on the following obligation of either party: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement, including without limitation, confidentiality of information.

#### **IV. Activities Under This Agreement**

It is expected that activities taking place under this Agreement will be initiated primarily by academic units and International Offices within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

#### **V. Planning and Management of Activities**

Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly by the collaborating units and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program.

#### **VI. Funding of Activities**

The specific activity agreements shall be developed, and each will require a separate written agreement which will set forth the terms and conditions including intellectual property ownership and financial costs and obligations explicitly. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions. This Memorandum of Understanding (MoU) shall be the basis for aforementioned activity agreements.

With regards 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.

#### **VII. Use of Name**

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

#### **VIII. Nondiscrimination**

DTU and NUAA agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded from participation under the terms of this Agreement.

*Waf*  
2/2/12/15

**IX. Modification**

The terms of this Agreement may be changed or modified only by written amendment signed by authorized representative appointed by both universities.

**X. Prevailing Language**

Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

**XI. Non-Binding**

This Agreement is non-binding and solely for the purpose of establishing a basis upon which DTU and NUAA will continue discussions. Either DTU or NUAA may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

FOR DELHI TECHNOLOGICAL UNIVERSITY

FOR NANJING UNIVERSITY OF AERONAUTICS  
AND ASTRONAUTICS

*Sa* 23-12-19

*Zheng Yong'an*

Name: Prof. Samsher  
Designation: Registrar,

ZHENG Yong'an  
Designation :Chancellor

Date: 23-12-2019

Date: 23/12-2019

Witnessed: *V* 23/12/19

Name: Prof. Vishal Verma  
Designation: Dean (International Affairs)  
Delhi Technological University, Delhi  
Email :dean.ia@dtu.ac.in

Witnessed:  
Name: Prof. Luo Jie ( Wallace)  
Designation: Foreign Expert & Visiting Professor  
Nanjing University of Aeronautics & Astronautics  
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