**Memorandum of Understanding of Internship program**

**between**

**Partner University**

**And**

**Industry Partner**

**And**

 **Indian Institute of Technology, Madras India (IITM)**

The Memorandum of Understanding entered into on the day of \_\_\_\_\_\_\_\_\_\_\_ between Indian Institute of Technology, Madras, Partner University and Industry Partner (hereinafter, referred to as the “Memorandum”), the Partner University, Industry Partner and IITM (collectively referred to as “all parties”) hereby agree to promote specific internship program as detailed below (hereinafter, referred to as “MoU”).

**Article 1. Purpose of the Program**

The purpose of the exchange students program (hereinafter, referred to as “Program”) is the promotion of academic and research information and joint research among all parties. Program means the program that Partner University provides overseas study and Industry Partner provides practical training with students at IITM.

**Article 2. Participants**

Students who join or will join the Program (hereinafter, referred to as “Participants”) shall satisfy all of the following conditions;

1. Undergraduate or master’s Students at IITM
2. Students who participate the Program are motivated and make good-faith efforts
3. One participant a year shall be supposed to participate in this program.

The number of participants may be changed based on the situation of application and Industry Partner’s acceptability.

**Article 3. Activities**

The Program shall execute once a year and Participants shall involve following activities;

1. 3 months overseas study at Partner University includes research in the areas of mutual interest.
2. 3 months practical training in the area of engineering, \_\_\_\_\_\_\_\_\_\_\_\_ at Industry Partner.

The terms of either activity may be extended or shortened depending on circumstances and mutual consent among all parties.

**Article 4. Application**

Application Procedures are as follows;

1. IITM shall advertise Program on campus.
2. Applicants shall apply through IITM.
3. The representative in charge of Program of IITM shall select applicants and recommend to Industry Partner in accordance with the applicants’ academic performance, qualifications, and motivation.
4. Industry Partner shall make decision on the selection of participants.

**Article 5. Expense**

(1) Industry Partner shall provide living expense, accommodation, local travel expense required by Program with participants.

(2) In accordance with clause 8 of annexure to the Memorandum, admission or tuition fees at Partner University shall not be required.

(3) One round trip of international flights from and to the most appropriate airports between India and Partner Country shall be provided by Industry Partner.

(4) Participants shall bear the other expenses than described above.

**Article 6. Liability**

1. IITM shall direct Participants to follow rules and regulations of each institution of Partner University and/or Industry Partner where the Program executed.

The rules and regulations will consist of information security, safety rules, general company rules and others.

1. Participants shall accept liabilities for loss or damage to any property which caused by themselves.

**Article 7. Intellectual Properties**

If any intellectual property is generated the guidelines and policies of the academic institutions shall govern the same. Provided, However, any patent right, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, design right, processes, formulas, know-how, data and analysis, whether registerable or not, which Participants, as a result of Program, shall be determined by the mutual consultation among the Parties.

**Article 8. The term of MoU**

This MoU shall come into force upon affixing of the signature of the representatives of the parties and continue in force for a period of three (3) years from the effective date or the experiment date of the Memorandum, whichever comes first.

Unless one party notifies all the other parties in writing at least six (6) months prior to the expiration date of the initial term or any extension thereof, the term of this Agreement shall be automatically extended for a further period of one (1) year.

**Article 9. Governing Law**

This MoU shall be governed by and construed in accordance with the laws of Japan.

**Article 10. Others**

 Any other matters regarding student exchange, Provisions of the Annexure to the Memorandum shall apply to. In case any controversy between this MoU and the Memorandum is found, the parties shall discuss and settle the dispute arising out of such controversy.

Modifications may be made by mutual agreement and any amendment or extension to this MoU may be formalized by the exchange of letters among all parties.

The affairs which this MoU does NOT clearly show, will be separately negotiated with good faith.

　 In case of any dispute or differences the representative of the parties or then authorized nominees will try to amicably resolve the dispute or differences. In case no settlement can be reached through amicable negotiations within a reasonable period of time, all disputes, controversies or differences shall be referred to and finally resolved by arbitration in Tokyo, Japan, in the English language, in accordance with the Rules of Arbitration of the International Chamber of Commerce.

**For Indian Institute of Technology, Madras**

**Name of signatory**

**Date:**

**For Partner University**

**Name of signatory**

**Date:**

**For Industry Partner**

**Name of signatory**

**Date:**