



Universidad  
Carlos III de Madrid

**FRAMEWORK COOPERATION AGREEMENT BETWEEN UNIVERSIDAD CARLOS III DE MADRID (SPAIN)  
AND  
INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI**

**THE UNDERSIGNED**

DANIEL PEÑA SANCHEZ DE RIVERA, representing the Universidad Carlos III de Madrid, whose address is Calle Madrid, nº 128, 28903 Getafe (Madrid) for the purpose of this agreement, as Rector of Universidad Carlos III de Madrid, appointed by Decree 16/2007, of April 19 (BOCM April 20, 2007, N° 93), of the Madrid Regional Board of Government, in accordance with the powers granted under Article 20.1 of the Universities Law 6/2001, of December 21, and Article 47 of the Universidad Carlos III Statutes, approved by Decree 1/2003, of January 9 of the Madrid Regional Board of Government.

PROF. SANJAY K. BOSE, Dean of Alumni Affairs & External Relations, representing the IIT Guwahati, an autonomous body incorporated under the Institute of Technology Act 1961, as amended up to date, having its office at Guwahati, Pin-781039, India.

Both parties mutually recognise the legal capacity required for the signature of this present agreement in the name of the entities which each party represents and

**STATE**

That the Universities participating in this Agreement provide public higher education services in their respective countries.

That the parties, considering it essential to establish relations with other Universities, are interested in creating and setting up channels of joint collaboration in matters relating to education, science, culture and any others which may help foster the achievement of their objectives, in accordance with the legislation of their respective countries.

In virtue thereof, the parties hereby agree to sign the present agreement, subject to the following terms and conditions:

**Article 1: Purpose of the Agreement**

The purpose of the present agreement is to define the framework of activities and relations necessary for the cooperation between the parties in order to carry out joint actions which will lead to setting up of a collaboration program in academic and scientific fields of mutual interest to both parties.

## **Article 2: Specific Agreements**

The present agreement will be further developed through specific agreements between the parties which will specify the legal, technical and financial aspects of the activities to be carried out.

## **Article 3: Areas of Activity**

In order to achieve the objective of the agreement, both parties show their willingness to collaborate in the following areas of activity, among others:

- Organization of SEMINARS AND SYMPOSIA.
- Establishment of ACADEMIC EXCHANGE PROGRAMS
- Establishment of JOINT RESEARCH WORKS AND PUBLICATIONS
- Establishment of JOINT PROGRAMS
- Organization of SUMMER SCHOOL PROGRAMS.
- They may also collaborate in any others areas of mutual interest.

## **Article 4: Expenses arising from the agreement Carry out the purpose of the Specific agreement**

The signature of the Agreement hereof shall not involve any expenses for any of the parties. The specific agreements between Universidad Carlos III de Madrid and IIT Guwahati that will be used to develop the present framework agreement shall determine in each case the expenses that each party will assume in order to carry out the purpose of the specific agreement.

## **Article 5: Participación**

Both parties to the present agreement may, in order to carry out more effectively the activities arising from said Agreement, count on the cooperation of other organizations, entities, institutions and companies of a private or public nature.

## **Article 6: Monitoring Committee**

A monitoring committee will be set up consisting of two representative of each of the parties to the agreement. The Universidad Carlos III de Madrid has appointed the Vice-Chancellor of International Relations of the university or his/her delegate and IIT Guwahati has appointed Assistant Registrar, External Relations for the same.

The committee's duties are as follows:

- To implement, control and monitor the present agreement and the specific agreements arising from it.
- To design collaboration proposals in the areas of common interest referred to in Article 3 above.
- Send the collaboration proposals to each party's competent authorities for signing.
- To clarify and resolve any doubts which may arise in the interpretation and execution of the present agreement or which may arise from the execution thereof.

The committee may, at any time, propose modifications to the terms and conditions of the present agreement, as well as the elimination or addition of any other as deemed appropriate.

#### **Article 7: Confidentiality**

In cases where the data and reports derived from the present agreement are considered to be for limited use only by the parties, they may only be used for other purposes following express authorization.

#### **Article 8: Settling disputes**

All disputes arising from the interpretation, development, modification, resolution and purposes deriving from the application of the present agreement or from the specific agreements resulting from its execution must be settled, by common accord, by the monitoring committee referred to in Article 6.

#### **Article 9: Causes for the termination of the agreement**

The present agreement may be terminated in the following circumstances:

- Mutual agreement between the parties.
- Serious failure by one of the parties to comply with the terms of the agreement.
- Irreconcilable differences between the parties in the interpretation or execution of the agreement, which the Monitoring Committee is unable to resolve.

If either of the parties should terminate the agreement for any of the above causes the terminating party shall inform the other in writing with at least three months prior notification. Any actions undertaken prior to the notification of termination shall continue until their completion.

#### Article 10: Address of the parties for notification

Under the present agreement the parties have established the following addresses for notification:

Universidad Carlos III de Madrid	IIT Guwahati
International Relations Office Universidad Carlos III de Madrid C/ Madrid, 126 28903 Getafe (Madrid) Spain Phone: + 34 91 624 5899 e-mail: david.gil@uc3m.es	Alumni Affairs & External Relations Office Indian Institute of Technology Guwahati Guwahati-781039, India Phone: + 91 361 258 2181 e-mail: hosaa@iitg.ernet.in

#### Article 11: Duration

The present agreement shall be terminated after a period of five years from the date of its final signing. The specific agreements deriving from it will have the duration specified therein, in accordance with the time frame of the projects or activities carried out.

Notwithstanding, either one of the parties may terminate the agreement, following a formal complaint, with at least six months prior notice. In the case of a formal complaint, and should there be some specific agreement in force, the agreement shall continue until the completion of the activity established in said specific agreement.

#### Article 12: Copies of the Agreement

The present agreement has been signed in duplicate both in English, and in witness whereof, the parties have hereunto set their hands and seals to all of the pages of this agreement, on the day and year and in the place first above written.

On behalf of the Universidad Carlos III de Madrid      On behalf of IIT Guwahati, India



Signed: Daniel Peña Sánchez de Rivera

(Date)



28 Ene. 2012



(Dean)

Signed: Prof. Sanjay K. Bose

(Date) 19-DEC-2011