



MEMORANDUM OF UNDERSTANDING
BETWEEN
SOPHIA COLLEGE FOR WOMEN
AND
TEMPLE UNIVERSITY – OF THE COMMONWEALTH
SYSTEM OF HIGHER EDUCATION

Sophia College for Women--Autonomous and Temple University--Of The Commonwealth System of Higher Education, for its College of Science and Technology, hereby agree to foster academic exchange and cooperation between the two institutions.

I. SCOPE OF COOPERATION

Subject to mutual consent, the areas of cooperation will include any program offered by either institution as felt desirable and feasible on either side and that contributes to fostering and development of the cooperative relationship between the two universities.

Cooperation may be carried out through such activities as:

- Exchange of faculty and/or staff;
- Exchange of graduate and/or undergraduate students;
- Exchange of scientific materials, publications, and information;
- Exchange of cultural activities
- Joint conferences and academic programs;
- Joint research activities and publications.

These activities are to be carried out after mutual consultation between the two institutions or the divisions concerned thereof. Normally each institution will sign a letter of agreement setting out the responsibilities of each institution for the agreed activity and such other matters as the institutions agree are necessary for the efficient achievement of the activity.

II. ADMINISTRATIVE RESPONSIBILITY

The Office of the Principal at Sophia College for Women and the Office of International Affairs at Temple University shall serve as coordinators of this agreement at their respective universities. Notification of any change in liaison officers may be made by letter.

III. INTELLECTUAL PROPERTY

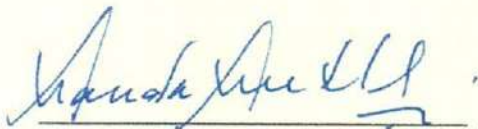
Intellectual property and publication of research findings shall be safeguarded in accordance with the Intellectual Property Statement (attached hereto as Exhibit A).

IV. AMENDMENTS, RENEWAL, AND TERMINATION

This Memorandum of Understanding may be modified solely through the mutual discussion and consent of the two universities and shall remain in effect from the date of signature for an initial period of five (5) years. It can be cancelled with six months' written notice by either of the parties. Upon expiry, the agreement may be renewed in writing with or without modifications for a to-be-determined period of time.

In Witness of the terms of this agreement our signatures are affixed:

**SOPHIA COLLEGE FOR WOMEN—
AUTONOMOUS**



Dr. (Sr.) Ananda Amritmahal
Principal **PRINCIPAL SOPHIA COLLEGE
(AUTONOMOUS)**

11th February 2001
Date



**TEMPLE UNIVERSITY—OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION**

Kenneth Kaiser
Vice President for Financial Affairs

Date

Michael L. Klein
Dean, College of Science and Technology

Date

EXHIBIT A
Intellectual Property Statement

a) For purposes of this section:

i) "Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

ii) "Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

iii) Where a provision is to the effect that a university owns any Intellectual Property, such provision shall be read to mean that such university, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

b) Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

(i) All Intellectual Property of a university (and its third party licensors) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that university. The other universities shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named university for purposes of the Project and for internal teaching and research purposes.

(ii) Ownership of jointly developed Intellectual Property shall be determined by the participating universities on a Project basis, having regard to the nature, quality and extent of the contributions by the respective universities.

(iii) Any commercialization of jointly-developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing universities.

(iv) Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly-developed Intellectual Property shall be determined by arbitration in accordance with the rules of the International Chamber of Commerce.