

## **Memorandum of Understanding on the International Engineering Science Consortium**

KTH Royal Institute of Technology, Sweden  
National University of Singapore, Singapore  
Osaka University, Japan  
The University of Auckland, New Zealand  
The University of Queensland, Australia  
University College London, UK  
University of California, Berkeley, USA  
University of Toronto, Canada

The Memorandum of Understanding (hereafter referred to as 'MOU') on the establishment of the International Engineering Science Consortium between Applied Science and Technology Graduate Group, College of Engineering, University of California, Berkeley, USA; Division of Engineering Science, Faculty of Applied Science and Engineering, University of Toronto, Canada; Engineering Science Programme, Faculty of Engineering, National University of Singapore, Singapore; Graduate School of Engineering Science/School of Engineering Science, Osaka University, Japan; Engineering Science Program, Faculty of Engineering, Architecture and Information Technology, The University of Queensland, Australia; Department of Engineering Science, Faculty of Engineering, The University of Auckland, New Zealand; School of Engineering Sciences, KTH Royal Institute of Technology, Sweden; and Faculty of Engineering Sciences, University College London, UK shall be implemented as follows:

### **Interpretations**

**Parties** means the Parties to this Agreement and **Party** shall be construed accordingly;

#### **Article 1**

The International Engineering Science Consortium consists of institutions for education and academic research on engineering science. In the consortium the engineering science is considered as follows:

- (1) an interdisciplinary field between science and engineering/technology, bridging the gap between scientific theory and engineering application
- (2) multidisciplinary fields emphasizing integration of multiple application of mathematical, scientific, engineering and arts principles

#### **Article 2**

The consortium is created for improvement of the presence of engineering science through:

- (1) providing an opportunity for discussions on the global mission of engineering science
- (2) exploring collaborative educational programmes in studies on engineering science covered by the institutions
- (3) enhancing joint academic research projects on engineering science covered by the institutions

- (4) promoting engineering science network partnership among scholars and academic communities
- (5) opening and managing the web page of the consortium for advertisement of its activities

#### Article 3

All institutions agree to promote the following activities so as to enhance their education and academic research in the field of engineering science:

- (1) Student workshop for global studies
- (2) Exchange of information and materials in those fields, which are of interest to all institutions
- (3) Encouragement of exchange of researchers
- (4) Exchange of undergraduate and graduate students (subject to a separate agreement)

#### Article 4

Implementation of this MOU will be in accordance with the relevant policies on International Cooperation at the participating institutions. Participants under this MOU will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical handicap. Participating institutions will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the MOU, subject to the provisions of the policies and requirements of each of the institutions.

#### Article 5

Specific matters pertaining to the implementation of the actions based on this MOU shall be negotiated and agreed upon between all institutions concerned in each specific case and shall be stipulated in writing as specific agreements complementary to this MOU.

#### Article 6

This MOU shall become effective on the date of its signing by the representatives of all institutions and shall be in force for five years.

#### Article 7

A regular meeting of all institutions is convened every two years to determine the key orientations of the consortium. An extraordinary meeting may be held as needed.

#### Article 8

The consortium may be enlarged to include new institutions which are an institution for education and academic research on engineering science and must be approved by all institutions.

#### Article 9

This MOU may be subject to revisions by mutual written consent.

#### Article 10

Any institution may withdraw from this MOU by not less than six months' prior written notice to the other institutions of its desire to terminate. However, the termination of this MOU shall not affect the implementation of the collaborative activities established under it prior to such termination.

#### Article 11

In the absence of any such early termination, the renewal of this MOU shall be discussed by all institutions no less than six months prior to the natural termination of the current MOU.

#### Article 12

This clause is intended to be legally binding.

The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.

Each party may disclose the other party's confidential information:

1. to its employees, officers, or advisers who need to know such information for the purposes of carrying out this MOU. Each party shall ensure that its employees, officers, or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
2. as may be required by law, court order or any governmental or regulatory authority.
3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MOU.

#### Article 13

The parties agree that any intellectual property that is developed as a result of the collaborative activity will be dealt with by appropriate written agreements at the relevant time.

#### Article 14

The Parties to this MOU shall not use or refer to the name, logo or any other designation of the other Parties without the prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.

#### Article 15

Each Party will designate a coordinator to manage and monitor the undertakings outlined in the purposes of this Memorandum of Understanding. See Annex 1 for contacts.

These contacts may be amended by notification in writing by the relevant Party to the other Party.

#### Article 16

The parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organisation to the extent necessary for the purposes of the implementation and operation of this MOU.

#### Article 17

The parties agree that, save as expressly set out herein the signing of this MOU does not create any legally binding obligations between the parties.

#### Article 18

This clause is intended to be legally binding. This MOU will be governed by and construed in accordance with the laws of Belgium. The Parties agree to submit to the exclusive jurisdiction of the Courts of Belgium.

#### Article 19

This MOU is to be executed in English and each institution shall retain a copy.



Date: 4/7/2019

Junqiao Wu  
Chair  
Applied Science and Technology Graduate Group  
College of Engineering  
University of California, Berkeley



Date: June 10, 2019

Cristina Amon  
Dean  
Faculty of Applied Science and Engineering  
University of Toronto



Date: 14 June 2019

Chua Kee Chaing  
Dean  
Faculty of Engineering  
National University of Singapore



Date: August 26, 2019

Yutaka Kano  
Dean  
Graduate School of Engineering Science/School of Engineering Science  
Osaka University



Date: 4/26/2019

Vicki Chen  
Executive Dean  
Faculty of Engineering, Architecture and Information Technology  
The University of Queensland



Date: 24.05.2019

Nigel Titchener-Hooker  
Dean  
Faculty of Engineering Sciences  
University College London



Date: 3 June 2019

Nicola Brewer  
Vice-Provost (International)  
University College London



Date: 12 November 2019

Anna Delin  
Acting Dean  
School of Engineering Sciences  
KTH Royal Institute of Technology, Sweden



Date: 13 November 2019

Stefan Östlund  
Vice President  
KTH Royal Institute of Technology, Sweden



Date: 3/09/2019

Nic Smith  
Dean  
Faculty of Engineering – Department of Engineering Science  
The University of Auckland, New Zealand

## Annex 1: Contact Details for all Parties

### For National University of Singapore:

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### For Osaka University:

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### For KTH Royal Institute of Technology, Sweden:

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### For The University of Queensland:

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For University College London:

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For University of Toronto:

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For the University of Auckland:

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