



昆明理工大学  
KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY



International Management Institute  
Kolkata

昆明理工大学 (KUST)  
加尔各答国际管理学院(IMI-K)  
合作协议

**AGREEMENT COOPERATION  
BETWEEN  
KUNMING UNIVERSITY OF SCIENCE AND  
TECHNOLOGY  
AND  
INTERNATIONAL MANAGEMENT INSTITUTE KOLKATA**

印度加尔各答国际管理学院(以下称 IMI-K, 地址为 2C Judges Court Road, Alipore , Kolkata -700027, West Bengal, INDIA): 院长、法人代表 **Arindam Banik** 博士; 昆明理工大学 (以下称 KUST): 校长、法人代表**彭金辉**教授; 在中印两国相关协议精神框架下, 欣然签订以下合作协议, 以此规范旨在建立两校更紧密学术关系的各种活动行为, 合作协议条款如下:

**International Management Institute Kolkata**, hereby referred to as IMI- K, located at 2C Judges Court Road, Alipore , Kolkata -700027, West Bengal, INDIA represented by its Director **Professor Arindam Banik, PhD** and **KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY**, hereafter referred to as KUST, located at 727 South Jingming Rd, CHenggong District, Kunming, Yunnan, China, represented by its President **Professor PENG Jinhui, PhD** celebrate the cooperation agreement to regulate the activities intended to establish closer academic cooperation between the parties, delineated in the scope of the agreements between the Governments of India and China, in accordance with the following clauses

第一款  
合作内容

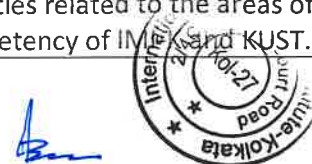
本合作协议涉及如下共同合作内容:

1. 教师交流及学生交换。每年双方按照对等的教师和学生人数进行交换, 交换时间也尽可能对等。第一次交换的人数每校限制在一学年教师和学生各 5 人。该人数限制可在随后几年根据情况修改。另外, 学生交换项目所需的企业培训由双方在各自国家分别安排;
2. IMI-K 和 KUST 两校在相关学科领域的教学和科研合作;

**CLAUSE 1:**

**Activities:-The activities to be developed within the scope of the present Cooperation Agreement will consist of joint actions involving;**

1. Institutional exchange between the teaching staff and students. Both parties exchange the same number of teaching staff and students to the other party for the same period of time. The number of exchanging staff and students is limited respectively to 5 per academic year for the first year of exchange. This number is liable to be reviewed in subsequent years. For student exchange programme, training/association with corporate organizations may be arranged by respective institutes in their own home countries.
2. Developing of teaching and /or research activities related to the areas of interests and competency of IMI-K and KUST.




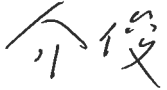
<p>3. 举办会议、短期课程、管理开发项目、合作研究等、学术研讨会；</p> <p>4. 提供向大众开放的科技和文化交流活动；</p> <p>5. 提供培训和进修课程，同时促进双方相关研究项目向彼此研究生开放；</p> <p>6. 加强合作科研和共同发表研究成果。</p>	<p>3. Organizing Conferences, short duration courses and management development programmes, joint research and symposium</p> <p>4. Provision of technical, scientific and cultural activities open to the public at large</p> <p>5. Provision of training and refresher courses, as well as fostering the opening of inter-institutional lines of research with local postgraduate students from both the Institutes</p> <p>6. Promotion of Joint Publications and Research work</p>
<p style="text-align: center;"><b>第二款</b> <b>双方义务</b></p> <p>双方应按常规，接受或者寻求各自国家相关机构或国际组织的经费赞助，支持此协议框架内的学术活动的举办，并随此协议附上相关文件。</p> <p>双方在申请经费时，应该将详细的文件附于此协议后面。如果经费来源于政府部门，则需附上经费预算。</p> <p>在交流活动中，相关学生、行政管理人员、教授和研究人员应自行负责涵盖整个交流期间的健康保险。</p>	<p><b>CLAUSE 2:</b> <b>Commitments:</b></p> <p>Institutions should adopt, as a general principle, seek funding from Chinese, Indian and International agencies for academic actions arising from the agreement, if so, with sufficient documents and documentation.</p> <p>When parties apply for financial resources, a detailed document must be attached to this Agreement. In case of receiving financial resources from governmental funding agencies, budget tables must be prepared and attached with this Agreement. These documents to be disclosed discussed and agreed by both the Institutions.</p> <p>It is the responsibility of the exchange students, the technical and administrative staff, the professors and researchers, all involved in the exchange activities to obtain health insurance, valid for their period of activities and agreement.</p>
<p style="text-align: center;"><b>第三款</b> <b>学术成果</b></p> <p>根据此协议进行的相关活动产生的各种形式的成果的应用，应按照双方的法律规定，另行以法律规范形式处理知识产权问题，按照对成果的贡献份额共享知识产权。</p>	<p><b>CLAUSE 3:</b> <b>Academic Products:</b></p> <p>When the activities arising from performance of the present agreement result in products, processes or innovations or even improvements on existing works, according to the legislation that regulates both parties, they shall establish in a separate agreement the conditions that will regulate the intellectual property rights the parties will apply for in the legally stipulated form, to be shared jointly in proportion to the contribution of each in the achievement.</p>
<p style="text-align: center;"><b>第四款</b> <b>执行</b></p> <p>在本合作协议框架下的举办活动，由双方根</p>	<p><b>CLAUSE 4:</b> <b>Executors:</b></p> <p>The activities to be accomplished within the scope of</p>

*Handwritten signature*



<p>据活动性质指派相关人员共同参与组织，如有必要可邀请第三方参加。</p>	<p>this Cooperation Agreement will be carried out by organizational members of both parties, appointed by each institution according to the nature of the activities to be developed in each case, and can call on outside entities as well if the need arises.</p>
<p style="text-align: center;"><b>第五款 时效</b></p> <p>本协议从最后一个签字日期起生效。</p>	<p><b>CLAUSE 5: Duration:</b> This agreement takes effect from the last date of signatures, if the dates are different in the two countries.</p>
<p style="text-align: center;"><b>第六款 取消</b></p> <p>本协议持续生效，除非协议一方提前六个月以书面形式向另一方提出终止协议。正在进行的合作不受协议终止影响。</p> <p>若协议任何一方国家的法律规定与本协议相关条款冲突，本协议与该条款相关的合作将立即终止。</p>	<p><b>CLAUSE 6: Cancellation:</b> This agreement will <b>remain effective</b> until one of the signatory institutions withdraws its validity in writing at least six months before the date of termination. In no case this termination affects the ongoing activities before the effective date of termination. This agreement will be automatically terminated or cancelled if any circumstances foreseen in legislations ruling either party prevent the observance of its validity</p>
<p style="text-align: center;"><b>第七款 修订</b></p> <p>本协议应定时重审，以确定是否需要修改。若需修改，双方应签署附录作为本协议的补充协议，以改进合作活动。</p>	<p><b>CLAUSE 7 Review:</b> This agreement would be reviewed from time to time to know if there is any requirement to change. Both parties will sign an addendum to amend this argument, for improvements in association and joint work</p>
<p style="text-align: center;"><b>第八款 费用安排</b></p> <p>若协议任何一方的教师或相关人员需要赴另一方执行第一款中列出的活动或其他相关活动，则派出方承担机票，接收方承担当地食宿、交通等。例如，昆明理工大学的教师需赴印度加尔各答国际管理学院，则昆明理工大学需要承担旅行人员的旅费，加尔各答国际管理学院负责其食宿和当地交通等。反之亦然。</p>	<p><b>CLAUSE 8: Association Arrangement:</b> In the event of faculty / resource persons travelling from partner institutions for the activities mentioned in CLAUSE 1 or other related activities, the Airfare would be borne by the Institute ( from where the faculty/ resource person travels ) and the partner Institute ( where the faculty travels to) would bear the accommodation, food, local logistics etc. When faculty from KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY would travel to IMI Kolkata, KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY would bear the Airfare for the faculty or resource persons travelling and IMI Kolkata would host them and manage all local logistics. The same is applicable for people travelling from IMI to KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY</p>



<p style="text-align: center;"><b>第九款 管辖权</b></p> <p>本协议执行过程中产生任何冲突、疏忽或争议，双方承诺尽最大努力友好协商解决。</p> <p>本合作协议应按照双方各自的规章制度，提交给各自的董事会或管理委员会批准。</p>	<p><b>CLAUSE 9: Jurisdiction:</b></p> <p>If any controversy, omission or disputes arise from or in connection with the execution of this agreement, the parties agreed should use their best efforts towards solving such disputes amicably.</p> <p>The cooperation agreement shall be submitted to the approval of the Board of Trustees/ Management Committee, under the terms of respective rules and regulations</p>
<p>以上各款经双方一致同意，双方代表签字后生效。本协议一式两份，双方各执一份，具有同等法律效力。</p>	<p><b>All terms having been agreed upon, this agreement becomes effective after representatives of both the parties have signed on two copies of it. Each party shall retain a copy, and each copy has the same legal effect.</b></p>
<p>Date :</p> <p>Signature:</p>   <p>Prof. PENG Jinhui</p> <p>The President of KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY</p>	<p>Date: 29.03.2016</p> <p>Signature: </p>  <p>Prof. Arindam Banik</p> <p>The Director of IMI Kolkata</p>
<p>Witness 1</p>  <p>Assoc. Prof. JIE Jun</p> <p>Acting Director Division of International Cooperation Kunming University of Science and Technology</p>	<p>Witness 1</p>  <p>Dr. Tirthankar Nag</p> <p>Dean(Research &amp; International Relations) International Management Institute Kolkata</p>