

Memorandum of Understanding

This Memorandum of Understanding is dated February 1st, 2013

Parties

Malaviya National Institute of Technology, Jaipur (MNIT)
of Jawahar Lal Nehru Marg, Jaipur – 302017 Rajasthan, India

And

Central Glass and Ceramic Research Institute, Kolkata (CGCRI-CSIR)
of Raja S C Mullick Road, Kolkata – 700032, West Bengal, India

Background

- A. **CGCRI-CSIR and MNIT, Jaipur** wish to explore potential opportunities to establish a collaboration with one another (**Proposed Collaboration**) and have determined to put this memorandum of understanding in place to set out the basis on which they intend to do so.
- B. Except where expressly stated to the contrary, this document is not intended to create legal relations between the parties but to instead provide a framework for the parties to jointly explore the Proposed Collaboration and the establishment of a working relationship which may lead to the conduct of one or more collaborative activities.

The parties' understanding

1. Commencement and anticipated duration

This memorandum of understanding (“**MOU**”) shall take effect on the date it is made and it is anticipated that the Proposed Collaboration will continue for a period of five (5) years from that date, unless a party gives notice discontinuing or suspending its involvement under clause 8 sooner.

Proposed areas of co-operation

The parties will discuss opportunities for cooperation in the following areas with a view to developing and carrying out collaborative activities of common interests:

- (a) academic staff cooperation on collaborative research, lectures and conferences in areas of common interest

- (b) general academic collaboration including the exchange of academic resource materials and publications that are of mutual interest;
- (c) assessment of units for advanced standing for research programs conducted at each institution;
- (d) development and implementation of student internship programs;
- (e) Faculty and support staff exchange;
- (f) Collaborative research and consultancy projects.
- (g) identification of special short-term academic programs and projects of mutual benefit to both institutions;
- (h) submission and implementation of joint research project through external funding
- (i) joint research publications
- (j) joint authorship of scientific reports and books, and
- (k) any other collaborative efforts that both parties may deem fit from time to time.

2. Activities and projects

- (a) Any collaborative activities or projects between the parties will be subject to further agreement detailing the parties' responsibilities and obligations and the terms and conditions relating to each activity or project.
- (b) All such activities and projects will be conducted in compliance with all applicable laws including without limitation, any relevant guidelines or laws enacted in India.
- (c) Without limitation, where it is determined to undertake a research project involving a student enrolled in a higher degree by research through MNIT, the parties and the relevant student will enter into an agreement containing terms agreeable to either parties

3. Consultation

- (a) Each party will appoint a person (**Representative**) with authority to represent its interests in relation to the day to day conduct of this MOU and any research opportunities arising from it.
- (b) The Representatives will meet at least once every calendar year or as otherwise agreed. The location of a meeting will be decided at each prior meeting and each party will pay its own costs of attending meetings.
- (c) A party may replace or reappoint its Representative from time to time by notice in writing to the other party.

4. Confidentiality

- (a) It is anticipated that Confidential Information may be exchanged between the parties in connection with this MOU.
- (b) Each party agrees to maintain the confidentiality of the Confidential Information of the other party.

- (c) A party will not be in breach of clause 5(b) where Confidential Information is required by law or regulation to be disclosed, provided however that the party required to make disclosure promptly notifies the party to whom the Confidential Information belongs to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- (d) Each party must ensure that its employees, agents or students given access to Confidential Information agree to be bound by and comply with the confidentiality obligations set out in this Agreement.
- (e) Where used in this clause, **Confidential Information** means information of a party that:
 - (i) is by its nature confidential;
 - (ii) is designated by a party as confidential; or
 - (iii) the other party knows or ought to know is confidential,but does not include information which is in, or enters the public domain, other than through unauthorised disclosure by the other party or the other party's officers, employees or agents.
- (f) This clause is intended to be legally binding.

5. Intellectual Property

- (a) Nothing in this MOU affects a party's ownership of any intellectual property rights that may be made available to the other party in connection with the discussions contemplated by this MOU.
- (b) Neither party may use the other party's intellectual property rights for any purpose without the express prior written consent of the other party,
- (c) This clause is intended to be legally binding.

6. Ending the Proposed Collaboration

- (a) Either party may discontinue or suspend its involvement with the other party in relation to the Proposed Collaboration at any time and without the need to provide reasons by giving the other party 3 months' written notice.
- (b) However, nothing in this clause affects any other contract or arrangement that may have been entered into between the parties which will continue in accordance with its terms.

7. No intention to create legal relations

- (a) This MOU outlines the framework of a working relationship between the parties in connection with the Proposed Collaboration.
- (b) Except as expressly provided to the contrary, this MOU does not constitute a legally binding contract.

8. Variation

This MOU may only be varied in writing signed by both parties.

9. **Governing law**

This MOU will be governed in accordance with the laws of the Union of India wherever necessary. Each party submits to the exclusive jurisdiction of the courts of the concerned State.

Signing page

Signed for and on behalf of **Central Glass and Ceramic Research Institute – CSIR, KOLKATA** by its duly authorised officer in the presence of:

AK Mukhopadhyay
Signature of witness

DR. ANOOP KUMAR MUKHOPADHYAY
Name of witness (block letters)

) Kamal Dasgupta
)
Signature

Mr. KAMAL DASGUPTA

DIRECTOR **कमल दाशगुप्ता / KAMAL DASGUPTA**
कार्यकारी निदेशक / **ACTING DIRECTOR**
केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
Central Glass & Ceramic Research Institute
कोलकाता / Kolkata - 700 032

Signed for and on behalf of **Malaviya National Institute of Technology, Jaipur** by its duly authorised officer in the presence of:

UP
01/02/2013
Signature of witness

DR. UPENDER PANDEL
Name of witness (block letters)

) Inder Krishen Bhat
)
) Signature 01-02-2013.

PROFESSOR INDER KRISHEN BHAT

DIRECTOR **Director**
Malaviya National Institute of Technology Jaipur
JAIPUR-302017 (Rajasthan)