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**Memorandum of Understanding between
CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET), Pune**

and

**School of Applied Sciences,
Kalinga Institute of Industrial Technology (KIIT) Deemed to be
University, Bhubaneswar**

This Memorandum of Understanding (herein after referred to as MOU) is made on this 24th day of December month of 2020,

Between

The **Centre for Materials for Electronics Technology**, an autonomous scientific society Under Ministry of Electronics and Information Technology, Government of India, (hereafter referred as "C-MET") having its registered headquarters at Panchawati, off Pashan Road, Pune-411 008, Pune, India, as **Party of First Part**,

And

School of Applied Sciences, Kalinga Institute of Industrial Technology (KIIT), Deemed to be University, Bhubaneswar, Odisha, India, Institute of Eminence (IOE) (registered under U/S 3 of UGC Act, 1956), having its registered office at Patia, Bhubaneswar, Odisha-751024 hereafter referred as "KIIT".

2020

Whereas both C-MET and KIIT, (herein after called 'Parties') desire to carry out programs for promoting 'Academic Collaborations', hereafter referred to as "**Programs**", jointly with the diligence and efficiency as desired within this MOU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Program.

WHEREAS the C-MET and KIIT agree to carry out 'R&D Interactive programs', the parties agree to enter into this MOU with the terms as follows.

1.0. OBJECTIVES OF 'R & D INTERACTIVE PROGRAM'

The major objectives of both the parties agreeing under this MOU are:

- 1.1. To promote Research interaction between both parties **in the area / subject:** Nanomaterials Synthesis & Characterization.
- 1.2. To Facilitate academic and research interactions among duly authorized officials of both parties and associates for programs as per ANNEXURE- I.
- 1.3. To Increase the relevance of the academic research and consultancy in the research and product development initiatives at C-MET and KIIT.
- 1.4. To collaborate / to promote sharing and exchanging information between both parties for mutual benefit and knowledge enhancement.

2.0. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the program, both parties to MOU, C-MET and KIIT also hereby agree that:

- 2.1 Both the parties shall constitute a **Coordination Committee** by nominating Officials from C-MET & KIIT as its nominated members. The R & D Programs shall be implemented by a Coordination Committee.
- 2.2 It is further agreed by and between the parties that, the IPR that arise out of joint R & D Programs of C-MET and KIIT, and, that has been developed by joint efforts will be held jointly based on separate mutually agreed terms and conditions. Whereas the IPR that arise out of the work solely carried out in or by either party will be that of that specific party to this MOU.
- 2.3 It is further agreed by and between the parties that, unless explicitly agreed otherwise, each Party shall undertake and continue at its

expense the timely prosecution and maintenance of all Resulting IPRs which are solely owned by that Specific Party.

- 2.4 It is further agreed by and between the parties that, any material transacted between C-MET and KIIT during any Program under this MOU shall be used only for scientific research purpose. THE MATERIALS SHALL NOT BE USED IN HUMANS OR IN ANIMALS.
- 2.5 It is further agreed by and between the parties that, KIIT will act as an integration partner to get Academic Institutions to exchange their outcomes in the area of *Nanomaterial*.
- 2.6 It is further agreed by and between the parties that, Notwithstanding this MOU, C-MET and KIIT will sign separate agreements / MOU for specific projects/programs with Academic Institutions.

3.0. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 C-MET and KIIT also agree that during the tenure of this MOU both parties undertake on their behalf and on behalf of their contractors / subcontractors/ employees/ representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to R & D work under this MOU for any purposes other than in accordance with this MOU and they will abide by the non-disclosure of any confidential information exchanged during these R & D Programs.
- 3.2 C-MET/ KIIT shall not release / disclose the Materials to any other person or entity and shall ensure that no one will be allowed to take or send the Materials to any other location, unless written permission is obtained in advance from C-MET/ KIIT respectively.
- 3.3 It is also agreed further by and between the parties that, to ensure confidentiality, parties will enter into a separate detailed Non - Discloser agreement.

4.0 FINANCE

Regarding the financial arrangements during the Project implementation, both the parties to MOU, C-MET and KIIT further agree :

- 4.1 That, both the parties shall submit joint collaborative projects along with associates specifying clearly on their area of activities and their budget requirements, to any government or private funding agencies for financial assistance including that for capital/revenue expenditure.
- 4.2 That, apart from the above, both the parties will engage services of their employees for the Program as envisaged in the project proposal.

Both the parties will be responsible for selection, salaries, statutory obligations vis - a - vis their employees / personnel for the execution of R & D work or any other activity under this MOU. No party will be responsible for any payment, demand, compensation or claim of any nature whatsoever of any such employee / personnel of the other party.

- 4.3 That, all expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of officers / staff will be borne by the respective parties through project funds under the respective heads or from the core funds of the respective party.

5.0. INDEMNITY

It is further agreed by and between the parties that, both the parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Program as per this MOU.

6.0 INTELLECTUAL PROPERTY RIGHTS

It is further agreed by and between the parties that, right of the IPR generated under this MOU will be shared between parties equally/ based on the proportion of financial share wherever applicable.

7.0. DURATION

It is agreed by and between the parties that, this MOU will be valid and remain in force for a period of Five (5) years from the date of signing of this MOU or till three (3) years after the completion of any joint project undertaken under this MOU, whichever is later. This MOU period can be extended for further period if necessary, in writing and by mutual consent.

8.0. TERMINATION

It is further agreed by and between the parties that, either party of this MOU has the right to terminate this MOU by giving ninety days written notice to the other party.

9.0 AMENDMENT

It is further agreed by and between the parties that, this Agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and be binding unless such amendment is recorded in writing and signed by both the parties.

10.0 NOTICES

- 10.1 That the parties agree and confirm that, any notice and other communications required to be served on First Party under the terms of this agreement, shall be considered as duly served if the same shall have been delivered to or left with or posted by registered mail to Director, Centre for Materials for Electronics Technology (C-MET), Panchawati, off Pashan Road, Pune-411008 OR its last known address of business.
- 10.2 That the parties agree and confirm that, any notice and other communications required to be served on Second Party under the terms of this MOU, shall be considered to be duly served if the same shall have been delivered to or left with or posted by registered mail to Second Party School of Applied Sciences, Kalinga Institute of Industrial Technology (KIIT), Deemed to be University, Patia, Bhubaneswar, Odisha-751024 OR its last known address of business.

11. Force Majeure

That the parties agree and confirm that, for the purpose of this agreement, force majeure means an event which is beyond the reasonable control of either party, and which makes a parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other adverse weather conditions, strikes, lockouts or other similar action which are not within the power and control of the party, invoking force majeure' to prevent confiscation or any other action by the other party.

The failure of either party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this Agreement in so far as such - inability arises from an event of force majeure, provided that the party affected by such event should take all reasonable precautions due care and reasonable alternative measures to the satisfaction of the other party, all with the objectives of carrying out the terms and conditions of this agreement.

In the event of a force majeure, the First Party and Second Party shall consult with each other, with a view to agreeing on appropriate measures to be taken under the circumstances.

12.0 ARBITRATION

It is further agreed by and between the parties that,

- 12.1 In the event of any dispute or differences arising out of or in connection with existence, validity, interpretation, extension, performance and termination of MOU, the same shall be settled amicably by mutual consultations or through the good offices of C-MET and KIIT. If such resolution is not possible, then the unresolved dispute or differences shall be referred to Arbitration.
- 12.2 The Arbitration shall be conducted in India in accordance with the rules and procedures of the Indian Arbitration and Conciliation Act of 1996 or any enactment or modification thereof. The sole Arbitrator shall be the Secretary, Ministry of Electronics and Information Technology (MeitY), New Delhi-110003.
- 12.3 The venue of arbitration proceedings shall be India at New Delhi and shall be conducted in the English language. The decision of the sole Arbitrator shall be final and binding upon both the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.
- 12.4 Parties to this MOU shall continue to Perform their part under this understanding during arbitration proceedings and no payment dues or payable by any of the party to this MOU shall be withheld unless any such payment forms part of the subject matter of arbitration proceedings.

13.0. JURISDICTION

In the event of any dispute arising out of this MOU, the parties agree that the courts of Pune jurisdiction, Maharashtra only have jurisdiction.

Both the parties of this MOU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Program.

IN WITNESS WHEREOF the parties here to have caused this MOU to be signed in their respective names as on this 24th day of December month of 2020 YYYY.

Bharat Kale

Dr. B.B. Kale
Director
for and on Behalf
Centre for Materials
for Electronics Technology,

DIRECTOR
CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY
(Dept. of Electronics & Information Technology, DeitY, Govt. of India)
Panchwati, Off Pashan Road, Pune - 411 008

Place: Pune
Date: 24/12/2020

Witness:

S. B. Rane

1. Dr. S. B. Rane
Dr. Sunit B. Rane, Ph.D.
Senior Scientist
Centre for Materials for Electronics Technology (C-MET)
(Scientific Society, Ministry of Electronics & IT)
Panchwati, Off Pashan Road, Pune-411 008, (India)

R. Prasada Rao

2. Dr. R. Prasada Rao

Dr. R. Prasada Rao
Programme Coordinator
Centre for Materials for Electronics
Technology (C-MET)
Scientific Society Ministry of Electronics &
Information Technology (MeitY), Govt. of India.
Off Pashan Road, Panchwati, Pune - 411008, (India)

Sasmita Samanta

Prof. Sasmita Samanta
Pro Vice- Chancellor
for and on Behalf
School of Applied Sciences,
Kalinga Institute of Industrial
Technology (KIIT), Deemed to be
University, Bhubaneswar

PRO VICE-CHANCELLOR
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY
DEEMED TO BE UNIVERSITY
BHUBANESWAR

Place: Bhubaneswar
Date: 24/12/2020

Witness:

J. R. Mohanty

1. Prof. J. R. Mohanty
Registrar REGISTRAR
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY
DEEMED TO BE UNIVERSITY
BHUBANESWAR

S. K. S. Parashar

2. Dr. S. K. S. Parashar



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Between**



**Centre for Materials for Electronics Technology
(C-MET), Pune**

and



**School of Applied Sciences,
Under Kalinga Institute of Industrial Technology
(KIIT) Deemed to be University, Bhubaneswar**

1. PURPOSE

The purpose of this MOU is to enable cooperation between C-MET and KIIT to strengthen the relationship between the two institutes by developing collaboration in various academic, research, training and faculty and student's development activities on areas of mutual interest

2. SCOPE

The activities under this MOU are such activities or programs relating to, but not limited to:

- i. Collaborative research programs in specific fields of mutual interest.
- ii. Participating in each other's academic activities such as seminars, conferences, workshops, training programs etc. in the area of interest.
- iii. Sharing of information and facilities in support of academic and research activities.
- iv. Exchange of Faculty members, students of Master, UG & Ph.D. of School of Applied Sciences as well as School of Technologies.
- v. Curriculum design and revision as applicable.
- vi. Skill up-gradation/training programs.