

Memorandum of Understanding

Between



MANIPAL UNIVERSITY JAIPUR

And



**CSIR-CENTRAL ELECTRONICS ENGINEERING
RESEARCH INSTITUTE, PILANI-333 031,
RAJASTHAN**

January 2017

PREAMBLE

Whereas, CSIR – Central Electronics Engineering Research Institute, (CSIR - CEERI) Pilani, Pilani – 333 031, a constituent laboratory of Council of Scientific & Industrial Research, is engaged in research, design and development and consultancy in the field of Electronics Engineering and Technology.

Whereas, Manipal University Jaipur (MUJ), Jaipur – 303 007 offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Management, Communication, Basic Sciences, etc.

WHEREAS, both CSIR - CEERI and MUJ, now

- Recognizing the importance of research and development in the areas of electronics engineering, technology and research
- Appreciating the need for creation of large reservoir of highly qualified manpower in all related fields
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on electronics engineering, computer engineering, I T and related fields.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CSIR-CEERI and MUJ hereby acknowledge and hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between CSIR-CEERI and MUJ for enhancing, quality research and availability of highly qualified manpower in the area of Electronics Engineering without any prejudice to prevailing rules and regulations in CSIR-CEERI and MUJ and without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to CSIR-

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CEERI and MUJ. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both CSIR-CEERI and MUJ shall encourage interaction between the Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Expert lectures from scientists of CSIR-CEERI and vice-versa;
- d) Students from MUJ working under joint/collaborative projects shall have opportunity to work at CSIR-CEERI, Pilani.
- e) Joint research in Electronics Engineering and other areas of national interest;
- f) Student exchange;
- g) Cultural exchange;
- h) Academic synergisation;
- i) Any other through mutual agreement;

ARTICLE-III : SHARING OF FACILITIES

- a) CSIR-CEERI and MUJ shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) CSIR-CEERI and MUJ shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) CSIR-CEERI and MUJ shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between CSIR-CEERI and MUJ shall be coordinated by a coordination committee appointed by Director/Vice-chancellor of both the Parties.

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- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from Director/ Vice-chancellor of both the Parties.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been engaged in any research/academic programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CSIR-CEERI and MUJ.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/ design/ product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both CSIR-CEERI and MUJ will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both CSIR-CEERI and MUJ shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing parties or use such confidential information for any use other than intended under this MOU. Further both CSIR-CEERI and MUJ shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing

party under this MOU or any subsequent MOU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the receiving party, (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information; (c) independently developed by the receiving party without reference to the confidential information of the disclosing party (d) is rightfully obtained by the receiving party from a third party or is in the public domain (e) is disclosed with the written consent of the party whose information it is, or (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the MOU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

If any dispute arises between PARTIES in relation to with this MOU, both the parties shall resolve the dispute/difference amicably with help of Heads of both the Institutions.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MOU.
- b) Both CSIR-CEERI an MUJ shall not, during the term of this MOU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the previous consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

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- d) After this MOU has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director
CSIR-CEERI
Pilani

Date: 23/1/2017

Chaudhury

डॉ. शशिगुप्त चौधरी/Dr. Santanu Chaudhury
निदेशक/Director
सि.एस.आई.आर.-केंद्रीय इले. एंजि. संस्थान
CSIR-Central Elect. Engg. Res. Institute
पिलानी, राजस्थान /Pilani, Rajasthan-333031

Witness

1.

Adhikari

2.

(*AMUL AKHITAR*)
S. Akbar
23/Jan/2017
(Dr. S.A. AKBAR)
Head, PMBD Divn.

Vice-Chancellor
M U J
Jaipur
Date: 23/01/2017

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(*President*)
President

Marginal University Jaipur"

Witness

1.

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2.

K. S.