



**MANIPAL**  
UNIVERSITY  
JAIPUR

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**Memorandum of Understanding**

between

**C-DAC, Pune**

and

**Manipal University Jaipur**

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**Memorandum of Understanding (MoU) for collaborative Masters' programmes**

This MOU entered and executed into on this 16 day of June Two Thousand Sixteen at Jaipur

BY AND BETWEEN

**Manipal University Jaipur** established in the year 2011 by an Act of Rajasthan Legislative Assembly having its registered address at Jaipur-Ajmer Express Highway, Dehmi Kalan, Near GVK Toll Plaza, Jaipur, Rajasthan 303007 (hereinafter referred to as MUJ) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or permitted assignees, as the case may be).

.....party of the first part,

AND

**C-DAC, Pune a constituent unit of Centre for Development of Advanced Computing,** a Scientific Society of the Department of Electronics & Information Technology, Ministry of Communications and Information Technology, Government of India registered under the Societies Registration Act of 1860 and the Bombay Public Trust Act of 1950 and having its registered Office at Pune University Campus, Pune 411 007 (hereinafter referred to as C-DAC) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

.....party of the second part

C-DAC and MUJ hereinafter referred to collectively as "Parties" and separately as "Party"



WHEREAS C-DAC has, after being set up as India's National Initiative for the development of indigenous supercomputing technology diversified into multiple areas of Information Technology, more particularly in Grid Computing, High Performance Computing, Communication, Expertise in Scientific Computing like Bio-informatics, Seismic Data Processing, Computational Fluid Dynamics, Computational Structural Mechanics, Evolutionary Computing, Computational Atmospheric Sciences, and Computational Chemistry. Besides these, C-DAC has also gained significant edge in areas of Natural Language processing/Language technology, Cyber Security, Embedded Systems, Broadband and Wireless, GIS, Multimedia and Digital Library, e-Governance and Training/Education.

WHEREAS The Manipal University Jaipur is an autonomous Institute which functions as per the norms of University Grants Commission, Government of India. It aims to provide instructions and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences, Design, Law and Humanities course and Design for advance learning and dissemination of knowledge.

AND WHEREAS the mission of Manipal University Jaipur is to produce creative, competitive and innovative human resource with high intellect and ethical values.

AND WHEREAS Manipal University Jaipur has established itself as a leader in the region in engineering education, and now runs ten undergraduate B.Tech degree programs in Computer Science and Engineering, Electronics and Communication Engineering, Mechanical Engineering, Chemical Engineering and Civil engineering along with many postgraduate programs offering specializations.

AND WHEREAS Manipal University Jaipur expressed its desire to work together in Education and Training to offer collaborative M. Tech programmes in Software



Architectures, High Performance Computing and Embedded Systems. After mutual consultations and agreement the details of admission procedure, course content and its delivery, and evaluation schemes will be decided and executed vide separate written agreements. In furtherance of the objective set up in this MoU both parties have decided to honor following terms & conditions.

## 1. Objectives of MoU

- 1.1. To offer collaborative Master's Programmes in Software Architecture, Networking and Embedded Systems through commonly agreed curricula.
- 1.2. To guide jointly the students undertaking the one year projects which are proposed mostly to be in and around locations specified by C-DAC in consultation with MUJ.
- 1.3. To undertake major research projects in the advanced computing and application areas.

## 2. Collaborative Masters' Program

### 2.1. Responsibilities of C-DAC

- 2.1.1. To provide expertise in designing and formulating the course structure and syllabus on mutually agreed domains/technologies. The same is attached as **Annexure 1**. This can be modified as per the needs of the programme based upon mutual consultation and agreement.
- 2.1.2. C-DAC shall provide the list of students appeared in entrance tests conducted by CDAC for its own campus based master programmes. The desirous students can be offered admission in MUJ for collaborative M.Tech.
- 2.1.3. C-DAC experts / faculty shall deliver lectures on mutually agreed technologies and schedule. Students of Masters programme enrolled at MUJ shall come to



C-DAC for one week after first semester for orientation program. Students shall be responsible for their expenditure.

- 2.1.4. To appoint one faculty member designated as Program Coordinator, who should be continuously available throughout the course who also shall be responsible for course delivery, syllabus designing, conduction of internal exam preparing question paper and other training activities.
- 2.1.5. To provide one Lab faculty per course who shall be responsible for pre-assignments, post assignments, conduction of internal exam, preparing sets of question papers and Lab work throughout the course.
- 2.1.6. To conduct internal examination as per the guidelines of MUJ.
- 2.1.7. C-DAC and MUJ shall enrol students as per mutually agreed criteria and numbers. During the second year of Masters' program all students are allowed to carry out research and dissertation work at various C-DAC labs across India. Such internship / dissertation / research work / course will be done by students upto maximum of twelve months.
- 2.1.8. To provide guidance for internship and dissertation as per Guidelines of C-DAC and MUJ. However the project /research work shall be carried out by joint supervision of guides from C-DAC and MUJ. Both will evaluate the performance and certify project completion. If some students of MUJ desire to repeat internship (as a failed student), C-DAC may consider whether upon such requests if C-DAC can accommodate, them at additional fees of final semester , Such requests shall be forwarded after recommendation by MUJ to C-DAC for consideration, at additional fees of final semester.
- 2.1.9. C-DAC shall not be responsible/ liable to any student / parents / citizen / other person for any demands / claims / actions / suits etc. arising out in connection with the performance of students.



## 2.2. Responsibilities of MUJ

- 2.2.1. To publish and pay for advertisements, promotion and marketing activities for the Masters Programs as per the norms and guideline of MUJ, bear all the expenses incurred on these activities. However, the design and contents of any public announcement of advertisement for these courses shall be decided mutually by parties in writing.
- 2.2.2. To initiate, conduct and complete admissions criteria beyond the list supplied by C-DAC, if necessary / processes such as entrance test and interview etc shall be regulated by MUJ. MUJ shall also set qualifying evaluation and examination criteria for the award of degrees. MUJ shall share the list of total admitted students to C-DAC one week prior to the commencement of courses.
- 2.2.3. To make available resources in terms of adequate Infrastructure viz. computers with internet connectivity if required, Class Room / Lab Space. MUJ shall upgrade and maintain entire Infrastructure including computing facilities UPS, etc., and required environment at MUJ from time to time. C-DAC may guide MUJ staff for the setting up of the laboratory and training setup at MUJ on the areas of Joint Masters Programs.
- 2.2.4. The tuition and other fees / charges for these courses shall be prescribed by MUJ from time to time with the concurrence of C-DAC. MUJ shall collect the fee of these courses as per their guidelines / instructions. MUJ shall have all legal, financial or any other liability and responsibility towards the students of these Masters programs. If any liability arising out of such cases shall be borne by the MUJ.
- 2.2.5. After collecting the fees, MUJ shall forward the share of C-DAC Advanced Computing Training School (ACTS) as per the norms and guidelines of fee



sharing for starting the Masters Programs. In the event the fees are collected by the MUJ and the share of C-DAC is not remitted to C-DAC within agreed time-limit, then C-DAC shall have no legal, financial or any other liability and responsibility towards the students or for conducting course/tests, and certifying them.

- 2.2.6. To conduct external examination and award of degrees to successful students.
- 2.2.7. To defend/initiate and settle any action/claim/demands/suit made by student/parent/citizen/any other person or on their behalf against MUJ. MUJ agrees that C-DAC shall not be responsible for intake / absorption of students in respect of courses imparted by C-DAC faculty. C-DAC's responsibility is limited only to provide expertise in designing and formulating the course structure and syllabus, and its delivery on mutually agreed domains / technologies.
- 2.2.8. Student enrollment is subject to maximum number of 60 (**sixty**) students at MUJ for each Masters program designed with help of C-DAC. The minimum number of participants for each Masters program shall be **18 (eighteen)** for feasibility of conducting the program.
- 2.2.9. During the project / research work at C-DAC, students will have to sign a Non Disclosure Agreement (NDA) as well as Intellectual Property (IP) generated through the research work shall be jointly owned by C-DAC and MUJ. The co-guide from MUJ will also be required to sign NDA with C-DAC. The same shall be applicable in case of external examiner for thesis evaluation.
- 2.2.10. MUJ shall provide local conveyance to CDAC Officers and Expert Faculty from 08.00 AM to 08.00 PM.



2.2.11. Accommodation required for C-DAC faculty members who are coming for conducting lectures shall be arranged by MUJ.

### **2.3. Joint Responsibilities**

2.3.1. To decide on number of programmes, the intake in each of them, fees to be charged from students etc.

2.3.2. To formulate the program structure and syllabi of the courses to be taught in the said PG programmes and identify faculty from both institutions and industry as well for delivering the content of the programmes smoothly including the lab and project work. The delivery process shall be decided on mutual consultations for every batch.

2.3.3. Ensure direct interface with one another without involving any external agency or specialists.

2.3.4. Both the parties should work towards building up excellent working relationship of enduring type rather than for only immediate benefits.

2.3.5. Both the parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

### **3. Collaboration in Research and Development**

#### **3.1. Responsibilities of C-DAC**

3.1.1. To provide relevant documents and training if owned and opportunity available with C-DAC on a project-by-project basis to MUJ personnel to enable them to do work on specific R&D projects.

3.1.2. To make available requirements, design and other documents in a mutually agreed standard format for the Research & Development activity entrusted to MUJ.





3.1.3. To provide domain inputs for Research & Development which MUJ shall use as per Guideline of C-DAC.

### **3.2. Responsibilities of MUJ**

3.2.1. To bear all expenses such as to provide infrastructure, computing environment, manpower requirements and other facilities as per requirements of different joint R & D projects carried out at MUJ campus.

3.2.2. To ensure timely and quality delivery of the project work entrusted by C-DAC.

3.2.3. To make available sufficient & proper resources and adequate personnel required for completing the activities accepted.

3.2.4. While appointing the required personnel for joint projects, preference should be given to the deserving C-DAC and MUJ students.

### **3.3. Joint Responsibilities**

3.3.1. To identify the team, time frame and the cost for a particular project activity. The default span of such a team and other associated arrangements will be one year or project duration.

3.3.2. Both the parties to demonstrate synergy of efforts.

3.3.3. Both parties to work as a team on joint enterprises.

## **4. FINANCIAL ASPECTS**

4.1. The fees for the programmes would be fixed on mutual consultations guided by MUJ norms.

4.2. The sharing of fees: CDAC shall receive 60% of the fees and the share of fees for MUJ shall be 40% inclusive of tax liabilities, if any. The Course fees share to be transferred to C-DAC within one month of the receiving of the fees from the students.



4.3. All INR payments shall be made by MUJ through demand draft of a nationalized Bank drawn in favor of C-DAC and payable at Pune or online mode.

4.4. Collaboration in R&D: The quantum and areas of R&D interest will be worked out based on the detailed scope of work on case to case basis, timelines of deliverables. Financial terms will be shared during actual allocation of R&D work.

## 5. Other conditions

5.1. This MOU represents the understanding between MUJ and C-DAC with regard to Master Programmes only and supersedes any other MoU except the one signed for overall cooperation earlier.

5.2. No amendments or modification of the MOU shall be valid unless same is made in writing and signed by both the parties. The modifications/ changes shall become part of the MOU from the date on which they are made/ executed, unless otherwise agreed to.

## 6. COMMUNICATION / NOTICE

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address. E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

Nodal contacts are:

Contact Person for C-DAC: Aditya Kumar Sinha

Designation: Principal Technical Officer

E-mail ID: [saditya@cdac.in](mailto:saditya@cdac.in)



Contact Number: 020 25503155

Office Address: 3<sup>rd</sup> floor RMZ Westend Centre III Aundh Pune 411007

Contact Person for MUJ: Prof (Dr.) Rajveer S Shekhawat

Designation: Director, School of Computing and IT

E-mail ID: rajveersingh.shekhawat@jaipur.manipal.edu

Contact Number: 8003599920

Office Address: Dehmi Kalan, Jaipur-Ajmer Expressway, Jaipur-303007

## 7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1. Any information, software/ hardware material, product specifications, designs, financial, technical information, documents etc.; which is not in public domain shall be deemed to have been in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 7.2. In the event of any of the parties becoming legally compelled to disclose any confidential information such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- 7.3. The material shall be treated as confidential for a period of 3 years after this MOU comes to an end or as agreed from time to time in writing.

## 8. INTELLECTUAL PROPERTY RIGHTS SHARING

- 8.1. All existing IP of C-DAC shall be owned by C-DAC and existing IP of MUJ shall be owned by MUJ.



8.2. For new IP generation, if the IP is generated by MUJ it will be owned by MUJ only. If any IP is generated by C-DAC it will be owned by C-DAC only. And for new IP generation jointly done, a separate written agreement will be initiated with mutual consent by both the parties.

8.3. Parties shall not do any such thing as would diminish or dilute the distinctiveness, validity, quality and standard of intellectual property of C-DAC and MUJ to the detriment of each other's name and interest and prejudice its confidentiality.

## 9. FORCE MAJEURE

Neither party shall be responsible or liable for any failure to perform any of the terms and conditions of the present agreement, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of God, War, Riot, Embargoes, Acts of Civil or Military actions, Fires, Floods, Accidents, Terrorist Activities, Strike, Quarantine, Civil Commotion, Action of Government in its sovereign capacity or Shortage of Transportation, facilities, fuel, energy, labour or materials. In the event of any such delays, delivery date for a period equal of the time of such delay may be decided on mutual understandable basis. If force majeure continues beyond six months, the parties will then decide the future course of action.

## 10. EFFECTIVE DATE AND DURATION OF THE MOU

This MOU shall be effective from the date of signing and remain valid for a period of three years.

The validity of the MOU may be extended by an agreement in writing and signed by both the parties.



## 11. ARBITRATION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved within 30 days, then the unresolved dispute or difference shall be referred to the sole arbitrator appointed mutually by DG/ED, C-DAC, Pune and Vice Chancellor, Manipal University Jaipur. If parties do not agree upon sole arbitrator, then each party will appoint its arbitrator and arbitrators so appointed will appoint an umpire. The Arbitration proceeding shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The arbitration proceeding shall be held at Pune/Jaipur. The language of arbitration shall be English.

## 12. GOVERNING LAW AND JURISDICTION

The parties hereby agree that Courts in Pune shall have exclusive jurisdiction to the exclusion of all other Courts and Forums who may have jurisdiction and shall be governed by laws of India. However, for any claim/action / demand made by any student / faculty / associate / supplier arising out of or in relation to course delivery, quality / teaching expertise / expression / manner/ behaviour of faculty, infrastructure & computing facilities and all other matters / issues / disputes except course material contents, MUJ alone & not C-DAC shall be liable / responsible.

## 13. TERMINATION OF MOU

The MOU can be terminated by either party by giving a written notice of three calendar months in advance to be issued through registered post. The notice is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of the both the parties by mutual consent. Termination will be effective, subject to honouring of any



Financial/ Academic / Technical/ Administrative and other Commitments till the date and receipt of notice of termination.

Upon receiving notice of termination of this MOU served by MUJ, for whatever cause, MUJ shall make payment of all money due to C-DAC after taking into account amounts previously paid.

#### 14. LIMITATION OF LIABILITY

C-DAC/ MUJ shall not be responsible and liable for any direct, indirect, consequential, remote loss/ damage of any kind including but not limited to loss of data, loss of goodwill, loss of profits, loss of business, loss of opportunities, loss of health, loss of reputation etc, even if C-DAC/ MUJ has been advised of the possibility of such damages.

#### 15. INDEMNIFICATION

MUJ agrees to indemnify and keep indemnified CDAC, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of MUJ or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by MUJ of any applicable law, or regulation or order. MUJ will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

Similarly, CDAC agrees to indemnify and keep indemnified MUJ, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of CDAC or any of its representatives, agents



or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by CDAC of any applicable law, or regulation or order. CDAC will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

**16. RELATIONSHIP BETWEEN THE PARTIES:**

Nothing in this MOU shall constitute, create or give effect or recognize a joint venture, partnership or business entity of neither any kind nor any legal claim on one another. The Parties shall at all-time stand in relation to each other as independent contractors. Neither of the Parties shall hold itself out to any third party as being the agent of the other or have the authority to bind the other Party without the prior written approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.

**17. ASSIGNMENT & TRANSFER**

Any and all rights, duties and obligations of the parties under this agreement shall not be transferred or assigned by either party to any third party without prior written consent of the other party. However, MUJ agrees and acknowledges that C-DAC can collaborate/outsource/subcontract some components/parts of some of its works. MUJ has no objection to any such arrangement by C-DAC with third parties.

**18. NON WAIVER**

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.



**19. SEVERABILITY**

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU and that shall continue in full force and effect except for any such invalid and unenforceable provision.

**20. ENTIRE MOU**

This MOU represents the entire understanding between the Parties and supersedes any and all understanding either oral or written hitherto with respect to the subject matter of agreement.

**21. HEADINGS**

Headings of particular Sections are inserted only for convenience and are not to be used to define limit or construe the scope of any term or provision of this MOU.

This MOU has been executed in two counterparts, each of which has been retained by Manipal University Jaipur and the other by C-DAC and each of which shall be deemed to be an original. Both copies shall constitute valid MoU.

**In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.**

Parties:

For and on behalf of

Manipal University, Jaipur

For and on behalf of

C-DAC, Pune





Signature

*N. K. Garg*  
16.6.2016

Name: Prof N K Garg

Designation: Advisor, International Programmes

*Ravindra Y. Deshpande*

Name: Ravindra Y. Deshpande

Designation: Director (Legal & Admin) Head Administration

Seal



Witnesses (Name & address)

*Sumit Srivastava*  
1. Name: *Dr. Sumit Srivastava*  
Designation: *Professor, I-T.*

*Aditya*  
1. Name: *ADITYA KUMAR SINHA*  
Designation: *PRINCIPAL TECHNICAL OFFICE*

2. Name: *Sandeep Chaurasia*  
Designation: *Dr. Sandeep Chaurasia*  
*Associate Prof. CSE*

*Risha*  
2. Name: *RISHA P.R.*  
Designation: *JOINT DIRECTOR*