

## Memorandum of Understanding

This Memorandum of Understanding (MoU) is made and executed on 23rd day of Dec. 2014, at Noida by and between;

**Centre for Development of Advanced Computing**, a Scientific Society of the Department of Information Technology, Ministry of Communications and Information Technology, Government of India; registered under the Societies Registration Act, 1860 and Bombay Public Trust Act, 1950 and having its registered office at Pune University Campus, Ganeshkhind, Pune – 411007, India (hereinafter referred to as “C-DAC”) which expression shall mean and includes its successors, permitted assigns.

**(PARTY OF THE FIRST PART)**

**AND**

**National Institute of Technology Delhi**, a Society registered under the Societies Registration Act, 1860 having its registered office at Delhi (hereinafter referred to as “NITD”) which expression shall mean and includes its successors, permitted assigns.

**(PARTY OF THE SECOND PART)**

C-DAC and NITD (hereinafter referred to collectively as “Parties” and separately as “Party”)

**Whereas** CDAC was set up to emerge as premier R&D Institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

**Whereas** NIT Delhi is an autonomous Institute which functions under the aegis of Ministry of Human Resource Development, Government of India. It aims to provide instructions and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences and Humanities for advance learning and dissemination of knowledge. The mission of NIT Delhi is to produce human resource

those who are creative, competitive and innovative with high intellect and ethical values. The Institute is imparting holistic education, along with inculcating high moral values in its students. Moreover, at present the Institution has laid great emphasis on theoretical and experimental research. The thrust areas of research include: VLSI and Embedded Systems, Advanced Magnetohydrodynamics, Mathematical Modeling of Fluid Dynamics, Big Data Analytics and Wireless Sensor Networks.

And whereas CDAC and NITD are two leading centrally funded institutions of higher and technical education. To promote academic and research cooperation and the development of these two institutions as Centers of Excellence of higher and technical education and scientific research interacted with each other for further research and development.

And Whereas C-DAC and NITD wish to collaborate for the scope of this MoU, making use of each other's expertise in the agreed areas,

**Now, therefore, it is agreed by and between the Parties is as follows:-**

**1. Scope:**

1.1- This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto

1.2-This MOU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis in writing and signed between the parties, specifying in detail in respect of time line for various agreed activities, responsibilities of Parties, finance, IPR ownership, commercial terms, etc.,.

1.3-Undertake joint collaborative Research activities in various IT areas of mutual interest.

1.4- Areas of Collaboration:

- (i) NIT Delhi will recognize CDAC as Research Centre.
- (ii) Joint supervision of Postgraduate and Ph.D. students and course work at CDAC or NIT Delhi
- (iii) Under Research centre both the institutions will support each other's endeavors in delivery of academic programmes and research activities.
- (iv) Faculty exchange for scientific and technical information flow.

- (v) Undertaking collaborative research activities through participation in the Nationally/Internationally funded projects.
- (vi) Jointly organize events such as seminars, workshops, conferences and training programs
- (vii) Training of students of both institutions as per the facilities and resources available
- (viii) Any other objective as agreed upon in writing by both the institutions

1.5- Details of training aspects such as number of students of both the institutions to be trained, traveling/infrastructure expenses, etc., shall be specified in the separate agreement in writing signed by both the Parties on case to case basis,

## **2. Responsibilities of the Parties:**

2.1- Both parties mutually agreed to identify various areas of interest and depute faculty/staff as per the requirements with mutual consent. The inviting institution shall meet the travelling expenditure and any honorarium/remuneration as may be applicable. The inviting institution shall make necessary lodging and boarding arrangements for the deputed person.

2.2- Both the institutions shall identify faculty for accomplishing the above laid down objectives. Each party shall attempt to make such faculty available as and when required. Such identified faculty may be given Visiting or Adjunct Faculty appointments in accordance with the norms and procedures of the host institution.

2.3- Both the institutions shall organize regular faculty interactions/meets to promote research interaction and collaboration among their faculty members. Such meets may be organized for the entire institute or specific to any department or school as per mutual convenience.

2.4- Every individual research collaboration will have a separate agreement/terms of contract that addresses issues such as Intellectual Property Right (IPR), funding pattern, disclosure of confidential information etc.

2.5- Nominate Coordinators as nodal contacts to represent the organization and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.



2.6- Draw the attention of the top management in case of any interface or operational problems.

2.7- After identification of research activity, a formal Agreement for the specific activities outlining the details of the scope of work, financial implications, phasing of work output / deliverables, phasing of payments, Intellectual property rights and other terms and conditions shall be signed by the two organizations. Specific acceptance of the NIT and CDAC shall be necessary before any work is formally initiated or any financial commitment becomes operative. The approval will be routed through the nodal contacts on either side.

2.8- All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time.

2.9- Each Party shall make its respective Contributions to the Project.

2.10- Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.

2.11- In respect of existence IPR of the Parties, Resulting IPR, information and/or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability and no warranty, condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for the purpose of such information or materials or, the absence of any infringement of any proprietary rights of third parties by the use of such information and materials and the receipt Party shall in any case be entirely responsible for the use to which it puts such information and materials. Notwithstanding the foregoing, no Party shall supply its IPR to another Party under this Agreement in the knowledge that the use of the IPR by that Party will infringe the proprietary rights of any third parties. For the purpose of this Clause, "knowledge" of a Party shall mean the actual knowledge of its researchers actively involved in the Project.

**3. Financial obligation:** Unless otherwise agreed in writing with a separate agreement signed by both the Parties, both C-DAC and NIT will bear their own costs and expenses.

**4. Intellectual Property Rights:** All Intellectual Property (including but not limited to trade secret, copyrights and patents, if any) of either Party in existence on the effective



date shall remain the property of their respective owner/party. Ownership of Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case to case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

**5. Confidentiality:** Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to software, designs, dataset, etc.,) from other party (and other institutions, as applicable) are not compromised.

5.1 Each Party will treat as confidential all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party without prior written consent of the other Party. Without limiting the foregoing, each of the Parties will use at least the same degree of care with respect to the Confidential Information that such Party uses to prevent the disclosure of its own confidential information of like importance. Each Party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

5.2 Exceptions: Notwithstanding the above, neither Party will have liability to the other with regard to any Confidential Information of the other which the receiving Party can demonstrate:

- was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party;
- was known to the receiving Party through no breach of any other confidentiality MoU at the time of disclosure, as evidenced by the receiving Party's files/documents in existence at the time of disclosure;
- was independently developed by the receiving Party as evidenced by the receiving Party's files/documents in existence at the time of disclosure;
- is disclosed by the disclosing Party to any third party without confidentiality obligations similar to those contained in this MoU; or
- is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving



Party will provide prompt notice thereof to the disclosing Party prior to any disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

- If a receiving party claims that Confidential Information falls under one of the above subsections, such receiving party has the burden of establishing the fact of such exception by clear and convincing evidence.

**6. Limitation of liability:** Neither Party shall be liable to other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party that are: (a) of direct, indirect, special, or consequential nature; or (b) any loss of turnover, profits, contracts, business opportunity, or goodwill; or (c) in respect of lost, incorrect, or spoiled data.

**7. Indemnity:** Either party shall keep the other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

**8. Term and Termination:** This MoU shall commence on the date of execution of this MoU and continue in full force and effect for a period of Five years, unless terminated by the parties as per the provisions of this MOU. Either Party may terminate this MoU upon 30 days written notice sent to the other party by registered post acknowledgement to the other Party. In the event of termination, a termination plan shall be mutually agreed to manage the orderly wind down of the project within the notice period.

The Parties shall cease to use any Intellectual Properties of the other Party and shall return all Intellectual Properties, any material and any other information to other Party immediately after termination/expiry of the MOU.

**9. Assignment:** Neither Party may assign, delegate or otherwise deal with any of its rights or obligation under this MoU.



**10. Non-binding:** The terms of this MoU are statements of intent only and are intended only to provide the general principles and key terms for initial cooperation, understanding and negotiation between the Parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated. This MoU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.

**11. Notices:** All notices and other communication under this MoU shall be in writing and in English and either delivered by hand or sent by registered recorded mail.


**12. Communication:** Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the below mentioned address of the parties concerned. 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.

<b>Contacting Person for C-DAC:</b>	<b>Contacting Person for NITD:</b>
Name : <b>Dr B K Murthy</b>	Name : <b>Prof. Ajay K Sharma</b>
Designation : <b>Executive Director</b>	Designation : <b>Director</b>
Address : <b>C-56/1, Sector-62, Noida-201307</b>	Address : <b>NIT, Delhi</b>

**13. Relationship between the Parties:** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MoU. Neither Party will make any warranties or representations on behalf of the other.

**14. Modification:** No modification to this MoU, will be effective unless agreed to in writing and signed by the Parties.

**15. Entire MoU:** This MoU, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written

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agreements, understandings, representations, conditions and all other communications relating thereto.

**16. Governing Law:** This MoU shall be governed by and construed in accordance with Indian law and the parties agree that the courts in Noida shall have exclusive jurisdiction to adjudicate any dispute which arises in connection with this MoU.

**17. Severability:** If any provision of this MoU is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

**18. Force Majeure:** Neither of the Parties shall be liable to the other Party for any loss whatsoever caused by its delay or failure in meeting its obligations hereunder or any part thereof through any cause outside its reasonable control which for the purposes of this Agreement will include but not be limited to: Acts of God, flood, lightning or fire; industrial action or lock outs; the act or omission of Government; highways authorities, or other competent authority; war, military operations or riot; the act or omission of any third party for whom the Parties are not responsible.

**19. Dispute Resolution:**

In the event of any dispute or difference arising out of or in connection with this MoU, the same shall be settled amicably by mutual consultation through its authorized officers. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed mutually by both the parties, in case the Parties agree upon one, or in absence of such mutual consent, by referring to the Arbitration tribunal consisting of three arbitrators out of which, two Arbitrators appointed by each parties and both the Arbitrator will appoint one arbitrator and Arbitration proceedings will be conducted by the bench of three Arbitrators and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the Arbitration shall be Noida. The decision of the Arbitrator shall be final and binding upon the Parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.





**20.Headings:** The headings of clauses of this MoU shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

Now, based on the aforementioned promise(s) the parties put their signatures on this MoU on (.....).

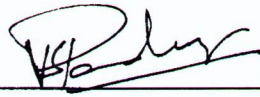

  
23/12/14  
**Dr B K Murthy**



  
23/12/14  
**Prof. Ajay K Sharma**

(**DR. B. K. MURTHY**)  
Executive Director कार्यपालक निदेशक / Executive Director  
सी-डैक / C-DAC  
C-DAC, Noida संघार एवं सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार  
Ministry of Communications & IT, Govt. of India  
सी-53/1, सेक्टर-62, नोएडा / C-56/1, Sector-62, Noida

**Prof. Ajay K. Sharma**  
**Director**  
**National Institute of Technology Delhi**  
**Sector-17, Noida Delhi-110040**

**WITNESSES:**

1.  23.12.14  
2. 

1.  23/12/14  
2. 

Date:

Place:

SECRET  
DIRECTOR  
OFFICE OF THE DIRECTOR  
CENTRAL INTELLIGENCE AGENCY