

MEMORANDUM OF UNDERSTANDING
Between
TARA VATI RAM GOPAL MEHRA FOUNDATION (TRMF)
And
INDIAN INSTITUTE OF TECHNOLOGY DELHI
For Creation Of
MEHRA PROFESSORIAL CHAIR

THIS MEMORANDUM OF UNDERSTANDING is made at New Delhi, on 1st August, 2006 between TARA VATI RAM GOPAL MEHRA FOUNDATION (TRMF), a Registered Society having its Registered Office at 128 Golf Links, New Delhi – 110 003 (hereinafter referred to as "Donor") of the ONE PART

AND

INDIAN INSTITUTE OF TECHNOLOGY DELHI, a part of Indian Institute of Technology created by and functioning within the Institute of Technology Act, and located at IIT Campus, Hauz Khas, New Delhi-110 016 (hereinafter referred to as "IITD") of the SECOND PART.

WHEREAS

1. IITD is one of the prime teaching Institutions in the country especially in the fields of Engineering, Technology and Research.
2. Donor is a charitable organization actively involved in the areas of Education and Healthcare.
3. Donor, in collaboration with IITD is funding the creation and establishment of the Mehra Professorial Chair with objectives as herein specified. The primary, but not limiting, intent is for this Chair to be in the area of Design and Manufacturing Technologies in Mechanical Engineering Department of IITD.
4. Pursuant thereto, Donor and IITD have worked out certain arrangements with a view to set up the said Chair.
5. The parties desire to record the terms and conditions and

NOW, THEREFORE, THIS MEMORANDUM WITNESSETH as follows:

1. Definitions

The following expressions herein used shall, unless repugnant to the subject or context hereof, carry the meaning hereunder respectively assigned to them, namely:

- (i) The Chair will be named Mehra Chair.
- (ii) Objectives' with reference to the Chair shall mean:
 - (a) A Professorship/ Associate Professorship or Visiting Faculty/ Visiting Professorship or Emeritus Fellowship/ Emeritus Professorship in the department of Mechanical Engineering at IIT Delhi or in any Department as determined by the Management Committee based on the experience and expertise of the faculty member being considered.
 - (b) Teaching and Research in field of Design and Manufacturing Technologies.
 - (c) Promoting the pursuit of excellence in education and research in the field of Design and Manufacturing Technologies.

(iii) 'Managing Committee' shall mean a Committee consisting of the following members:

- Director, IITD - Chairman
- Two nominees of donor - Members
- Two faculty members of IITD - Members

(iv) 'Selection Committee' shall mean a Committee consisting of the following members:

- Director, IITD - Chairman
- Two Experts from a panel approved by the Board of Governors IITD - Members
- One nominee of Donor - Member
- Deputy Director (Faculty), IITD – Member

2. Appointment and Responsibilities of Professor

- (i) The faculty member who has been "appointed against the Chair" will be called "Mehra Chair Associate Professor/ Professor" or "Mehra Chair Visiting Faculty/ Professor" or "Mehra Chair Emeritus Fellow/ Professor".
- (ii) The salary and all other benefits, including housing, LTA, medical coverage, pension benefits, increments, leave etc will be borne by IITD in accordance with the norms at IITD. Over and above this, the incumbent will receive an annual research grant funded by the Donor (of which a part may be used as an honorarium at his/ her option) as stipulated in 2(iii).
- (iii) The faculty so appointed as "Mehra Chair" will receive at the beginning of each year an annual research grant (inclusive of any honorarium to drawn by him/ her) of Rs. 3 lakhs with increase as specified under 4(i). Further,
- a) The research grant will be deposited with the Industrial Research and Development Unit of IITD (or any other unit as per norms of IITD), and may be used for any academic purpose (including hiring of Research students / staff, undertake domestic or international travel by him/ her, or incur expenses towards specialized training in India or abroad, or procure equipment, supplies and books or source support services, etc.) and to draw, at his/her option, an honorarium of Rs. 10,000 per month for the duration that he/she is appointed against the Chair. The faculty so appointed as "Mehra Chair" will operate the research grant in a manner similar to the way he/she currently operates a sponsored research project. The unutilized funds at the end of the tenure of the appointment against the Chair, if any, shall be carried forward for future years. "Institute Overheads", normally charged from sponsored projects or consulting projects, will not be deducted from the research grant.
 - b) Unless otherwise agreed to by the Director, the following guidelines will be used to spend the research grant, less any honorarium drawn by him/her: up to 60% for domestic or international travel, up to 25% for training, up to 100% for research students/ staff, equipment, books and supplies, up to 25% for support services.
 - c) The Donor will provide an annual contribution towards the Chair and the amount of the annual research grant will be the same as the annual contribution to the Chair.
- (iv) IITD shall as soon as reasonably feasible and preferably within three months from the date hereof, establish the Chair. In case the Chair remains vacant for more than three months, IITD and Donor will take necessary steps to ensure that the Chair is filled at the earliest.
- (v) Anyone working in the area of Design and Manufacturing Technologies with a track record of an outstanding teacher or researcher in the rank of Associate Professor or Professor or a person with R & D experience from industry would be eligible to be considered for "appointment" against the Chair. Anyone who is being considered for Chair position would first be appointed against one of the positions available in IIT (including "regular" faculty, "visiting" faculty or "Emeritus" faculty positions).

- (vi) The "appointment" against the Chair will nominally be made for a period of up to five years, but such that it does not extend beyond his/her term of employment as Associate Professor or Professor, or Visiting Faculty/Professor or Emeritus Fellow/Professor. However, continuation into the fourth and fifth years will be subject to a review at the end of the third year. Further, an individual may be eligible to be considered for re-appointment, together with other eligible candidates, for a period of up to 5 years (without a break) any number of times.
- (vii) IITD will follow its normal established procedure for inviting applications for appointment against the Chair.
- (viii) The appointments shall be made by IITD on the recommendation of the Selection Committee specifically constituted for the purpose. Further, this committee would also be empowered to appoint a "visiting faculty" if the person is considered for appointment against the Chair is neither a regular faculty or an Emeritus Fellow.
- a) A candidate may only be considered for appointment against the Chair after the concerned Department at IITD has recommended the case. This will also apply in case a person is simultaneously being considered for appointment as a Visiting faculty/ Professor and for "appointment" against the Chair.
 - b) The Director may appoint a Search Committee or a Screening Committee for identifying and screening potential candidates.
- (ix) The Professor appointed to occupy the Chair shall be expected to fulfill the normal obligations of a Professor of IITD and to undertake activities related to the objectives of the Chair.

3. Working of the Chair and Review

- (i) The Professor will give a comprehensive presentation of his/her work at least once a year.
- (ii) The Managing Committee will review the functioning of the Chair as well as utilization of funds.
- (iii) The review of the Managing Committee will include:
 - The details of income and expenditure during the previous year
 - The details of work undertaken by the Professor during the previous year
 - Research and academic work proposed to be undertaken in the coming year.
- (iv) The decisions of the majority of the members of the Management Committee shall, in the absence of unanimity, be the decision of the Managing Committee.
- (v) IITD will identify a Coordinator for the Chair, who will be in regular contact with the Donor. In the eventuality of the Chair being vacant for six months or more due to inadequate satisfactory response to the selection process or in the eventuality that the research thrust undergoes a change, the Donor will be so informed and offered new options for research area(s) of the Chair.

4. Funding of the Chair

- (i). The Donor will make available an annual contribution of Rs. 3 lacs to be used as an annual research grant by the Chair. The annual grant will increase by at-least 10% at the end of each five years period.
- (ii) The life of the Chair will be at-least 20 years. Thereafter it will be renewed, based on mutual consent between the Donor and IITD, for additional periods of 10 years each time.
- (iii) Simultaneous with remitting funds for the first annual grant (Rs. 3 lacs), the Donor will remit an additional lump-sum equivalent to two annual grants (Rs. 6 lacs). This amount of Rs. 6 lacs will remain with the IITD during the life time of the Chair. As and when the Chair is terminated, this amount will be adjusted against the annual grant needed to fund the last year(s) of the Chair.

- (iv) The Donor will remit Rs 6 lacs at the time of signing of the MoU with IITD. The first annual grant of Rs 3 lacs will be remitted when the process of selection for the Chair is initiated by IITD. This will be designated as the date of commencement of the Chair. Subsequent Annual grants will be remitted on the anniversary of the date of commencement of the Chair.
- (v) IITD will invest the amount of Rs. 6 lacs that shall remain with it as long as the Chair is in place and will assure an appropriate annual interest (estimated as 6% at present). The assured interest rate will be reviewed at the end of each five year period in the life of the Chair. The interest earned on this amount of Rs. 6 lacs, will go towards funding the increase in the annual grant as stipulated in item 4(i) above. The shortfall, if any, will be made up by the Donor.
- (vi) IITD will maintain an audited account in respect of the Annual Contribution of Rs. 3 lacs and the Rs. 6 lacs kept in deposit with the IITD.

5. Facilities and Intellectual Property

- (i) IITD through the chair shall establish and facilitate the Institution of research projects in field of Design and Manufacturing Technologies in the form of Ph. D. and PG/UG projects.
- (ii) If any outcomes of the research done by the Chair Professor lead to publication of papers, monographs etc., the role of the Donor will be duly acknowledged. Any outcomes leading to registerable Intellectual Property Rights in respect thereof in the form of patents or designs or copyrights shall be governed by the norms prevailing at IITD for its faculty members. The role of the Donor will be acknowledged to the maximum extent possible. All income from intellectual property created by the research done by the Chair will be utilized by IITD in accordance with its norms and credit for utilization of ten percent of the same by IITD will be given to the Donor.
- (iii) IITD shall forthwith inform the Donor through the chair of any significant development which leads to the creation of an intellectual right, whether registerable or not.

6. Effective Date

- (i) This Memorandum is subject to the approval of the academic/administrative authority of IITD.
- (ii) Once approved, this Memorandum shall come into effect from the date hereof.
- (iii) All the matters of the dispute shall be resolved by discussion between the Director, IITD and the Donor.

IN WITNESS WHERE OF, the parties here to have signed this Memorandum of Understanding by the hand of Mr. Lalit Mehra, Tara Vati Ram Gopal Mehra Foundation and by the hand of Prof. Surendra Prasad, Director, Indian Institute of Technology Delhi on the day, month and year referred to above.

Signed By:
Lalit Mehra
Tara Vati Ram Gopal Mehra Foundation (TRMF)

Date: 1/8/06

Signed By:
Surendra Prasad
IIT Delhi

Date: 01-8-2006