



**Memorandum of Understanding for Cooperation
between
Indian Institute of Technology Delhi
and
Institute for Plasma Research, Gandhinagar**

Whereas Institute for Plasma Research (**IPR**), Bhat, Gandhinagar - 382428, Gujarat, an Autonomous Institute of Department of Atomic Energy, Government of India, (hereinafter referred to as **IPR** which expression shall, where the context so admits, include its successors and permitted assigns). IPR is internationally recognized for its contributions to fundamental and applied research in plasma physics and associated technologies.

Whereas Indian Institute of Technology Delhi (**IITD**), Hauz Khas, New Delhi - 110016, Delhi, an Autonomous Statutory Organization, functioning within the "Institute of Technology Act - 1963" (hereinafter referred to as **IITD** which expression shall, where the context so admits, include its successors and permitted assigns). IITD is one of the leading institutions in teaching, research and development in science, engineering and technology in India.

Therefore, IITD and IPR agree to establish a programme for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU). IITD and IPR agree:

- a) to exchange information on research and educational programmes,
- b) to exchange information on teaching, learning material and other literature relevant to their educational and research programmes,
- c) to jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein,
- d) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
- e) to jointly propose and engage in research and development or training programmes sponsored by funding agencies in the areas of mutual interest and

- to invite each other's faculty to participate therein,
- f) to exchange, on a reciprocal basis, faculty and students for limited periods of time for purpose of education and /or research.

IITD and IPR agree that detailed terms and conditions that guide each activity identified above, if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of proposed activity and financial arrangements.

Scope and Financial Terms

- a) Under this collaborative research and development work, both parties may jointly prepare a written proposal for Grant in Aid to IPR / NFP or other government / non-government organizations. For each research project, an agreement shall be signed covering the specific project and its detailed objectives.
- b) Financial support so received as Grant in Aid from IPR / NFP or other funding agencies under this MOU would be disbursed to IITD and IPR by the principal institute implementing the sanctioned projects as per the details given in submitted proposal and subsequently sanctioned by the funding agency.

Responsibilities

- a) Both the parties shall undertake the activity in accordance of the scope of the projects mutually agreed to and also in accordance with the terms and conditions prevailing in their respective organisations for such purposes.
- b) Both the parties shall designate and appoint suitable research personnel to carry out the work comprised in the activity.
- c) Both the parties would permit each of the project personnel to visit each other and/or other places in connection with the activity, for project consultations, review and presentations.
- e) All equipment procured and purchased by both the parties for carrying out the activity using the funds allocated for the activity or otherwise shall be governed by the rules and regulations of both the parties and the funding agency.

Intellectual Property Rights

IITD and IPR agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity

under this MoU will be worked out on a case-to-case basis, and will be consistent with officially laid down IPR policies of the two institutions.

General Terms and Conditions

- a) Both the parties do not infringe on any intellectual property right of any third party.
- b) Any pre-existing knowledge and technologies with IITD or IPR prior to the commencement of the activity will continue to be the Intellectual Property of IITD or IPR respectively.
- c) Any licensing of the resulting Intellectual Property Rights that is jointly owned shall be decided mutually by both the parties and the effective earnings from the Intellectual Property Rights that is jointly owned shall be shared equally by both parties or as declared in writing in the mutually agreed profit sharing and/or royalty agreement.
- d) Neither party shall act or describe itself as agent of the other, nor shall it make any commitments on the others behalf.
- e) This agreement shall not restrict either IITD or IPR from entering into any agreements with other parties including in connection with plasma applications and technology development with or without funding from other organizations, provided the intellectual property in this agreement is not violated.
- f) Each party to this agreement agrees to inform in good faith and within reasonable time any step taken by it towards obtaining Intellectual Property Rights and/or licensing the Intellectual Property Rights obtained, arising out of the *activity*.
- g) Based on mutually agreed condition only the results of the joint R&D under this MoU will be discussed or published in any form.
- h) Both the parties may use the outcome of the research for their educational purposes, except where intellectual property rights have been secured.

Student Exchange

IPR and IITD agree that student exchange will be guided by principles listed below. A home institution refers to the institute where a student is a full-time student and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief or long period of time to undertake a pre-determined program of study or research.

- a) Exchange of students will be selected by mutual agreement between the home institute and the host institute.
- b) An exchange student will continue to be treated as full-time student at his/her home institute.
- c) Student's program of study at the host institute (if required) will be determined by mutual consultation between his/her academic advisor at the home institute and his/her academic co-advisor identified by the host institute.
- d) The host institute will evaluate student's performance and report the same to home institute on a regular basis as per their rules. Home institute will decide in consultation with host institute for further action based on the performance report.
- e) Host institute will provide accommodation, food and medical facilities to the exchange student(s) as applicable under the prevailing rules for such purposes during their stay in the host institute.
- f) Home institute will provide the necessary salary to the student and financial resources for national/international travel (if any) or course work (if required).

Coordination

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.

Confidentiality

During the tenure of the MoU and thereafter IITD and IPR undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of any or/and all the information and data exchanged/generated pertaining to the activity under this MoU for any purpose other than in accordance with the MoU. Both parties however retain the rights to use the R&D results generated during the activity for their own R&D programmes without any obligation to the other.

Modification

Any modification to this MoU may be initiated by either IPR or IITD and can only be authorized and authenticated with the written mutual consent between the signatories. The modifications/changes shall be effective from the date on which they are approved.

Tenure

This MOU will take effect from the date it is signed by representatives of the two institutions, IITD and IPR in the present case, and will remain valid for ten years and may be continued thereafter after suitable review and agreement.

Termination Clause

Either institute may terminate the MOU by giving written notice to the other institution six months in advance. In the event of termination, neither IITD nor IPR will be responsible for any losses, financial or otherwise, the other party may suffer. However, both the parties will ensure that all activities in progress are allowed to complete successfully.

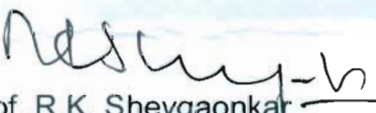
Arbitration Clause

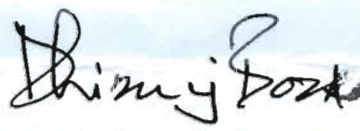
Should there be any dispute relating to any aspect of this cooperation, Director, IITD and Director, IPR or their nominated representatives will jointly resolve the dispute in the spirit of independence, mutual respect and shared responsibility. This agreement is subject to Indian Law and to jurisdiction of courts at Delhi and Ahmedabad.

This MoU is signed subject to approval of the respective academic/administrative bodies.

For Indian Institute of Technology Delhi

For Institute for Plasma Research


Prof. R.K. Shevgaonkar
Director


Prof. D. Bora, Professor
Director

Date: 20/10/14

Date: 05-11-2014