

MEMORANDUM OF UNDERSTANDING

BETWEEN



**Indian Institute of Technology, Mandi
(IIT Mandi)**

**Parashar Road, Tehsil Sadar, Kamand,
Mandi Himachal Pradesh - 175005**

and



**CSIR- Central Scientific Instruments Organisation
Sector 30 C, Chandigarh - 160030**

7th December, 2024

This Memorandum of Understanding (MoU) is entered into on the 7th day of December 2024 (Two Thousand and Twenty Four) at IIT Mandi.

This Memorandum of Understanding (MoU) sets for the terms and understanding between:

BY and BETWEEN

- : (i) Council of Scientific & Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860) having its Registered Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001 through its constituent laboratory Central Scientific Instruments Organisation (here-in-after referred to as 'CSIR-CSIO') represented by the Director, having its office at Sector 30C, Chandigarh-160030.
- (ii) Indian Institute of Technology, Mandi (IIT Mandi), a public technical university located in Kamand Valley, Mandi district of Himachal Pradesh, India, established by the Ministry of Human Resource Development, Government of India represented by the Director, having its office at Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005.

1. Preamble

• **CSIR-CSIO**

CSIR-CSIO is a premier R&D organization engaged in undertaking research, design and development of scientific & industrial instruments. CSIR-CSIO is also a participating lab for M. Tech and Ph. D program under Academy of Scientific & Innovative Research (AcSIR).

• **IIT Mandi**

The Indian Institute of Technology, Mandi is one among the eighth newer second generation of IITs. IIT Mandi is a research university now located in Kamand Valley, Mandi city in Mandi district of Himachal Pradesh. The institute has been involved with various Research and Development (R&D) projects. The institute became an IIT under The Institutes of Technology (Amendment) Act, 2011, with the intention to expand the reach and to enhance the quality of technical education in the country. The Act was passed in the Lok Sabha on 24 March 2011 and by the Rajya Sabha on 30 April 2012.

2. Areas of Common Interest

Both the Institutes have agreed today, the 7th day of December 2024 to enter into a scientific collaborative understanding on the terms and conditions enumerated in this MoU.



For the purpose of this MoU, the general areas of interest common to both organizations are mentioned below. CSIR-CSIO, Chandigarh and IIT Mandi (both also referred as institutes/institutions) shall seek to promote:

- i. Co-operation and promotion of teaching and research in areas of mutual interests.
- ii. Facilitation of joint R&D proposals to various national and international funding agencies.
- iii. Sharing of graduate programmes, know-how and resources.
- iv. Exchange visits of faculty and staff for the purpose of research, teaching and administration with prior approval from both the institutions.
- v. Research collaboration for joint degree programmes in the areas of mutual interests as per the prevailing norms of both the institutes.
- vi. Utilization of research facilities at special usage charges as agreed by both the parties.

3. Areas of Cooperation

The areas of cooperation will be defined and modified from time to time by the Coordination Committee setup for the purpose.

The identified areas of cooperation / activities under this MoU will include:

- i. Staff exchange activities covering visits to either institution for any of the following purposes:
- ii. Training of students on facilities at both institutes subject to availability of resources.
- iii. Permissible exchange of scientific information and library resources for academic purposes.
- iv. Organization of joint events such as seminars, workshops, conferences, trainings, etc.
- v. Exchange of students for one or more semesters for course work and projects with the possibility of transfer of credits as per the norms of the institutions.
- vi. Any other appropriate mode of interaction/collaboration agreed upon between CSIR-CSIO and IIT Mandi and will be undertaken with appropriate written agreements when necessary.

4. Implementation of Cooperation / Coordination Committee

Implementation of cooperation based on this MOU shall be dealt with between the relevant Faculties and Divisions/ Departments of both Institutions. Wherever necessary, a specific plan shall be worked out for each activity setting for the detailed arrangements for collaboration. Such plans shall be subject to approval of the appropriate authorities of each institution. To facilitate development of such plans, each institution shall nominate its staff to coordinate activities arising under this agreement.



The following will constitute the Coordination Committee to monitor and review the collaborative program between the two institutions:

- i. Director, CSIR-CSIO or his nominee(s)
- ii. Director, IIT Mandi or his nominee(s)
- iii. Coordinators from IIT Mandi – AD Research, IIT Mandi
- iv. Coordinators from CSIR-CSIO – Coordinator, AcSIR-CSIO

The coordination committee shall

- Consider new R&D proposals for joint collaboration, its implementation, financial arrangements.
- Review the identified programs and consider the modification in the areas of co-operation between two Institutes.
- Consider the continuance of the MoU.

5. Protection of IPR

In broad terms, the IPR issues will be based on the following:

- i. All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by CSIR-CSIO and IIT Mandi.
- ii. CSIR-CSIO and IIT Mandi shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation, any such publication proposal, shall be deemed approved in the event there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of a content(s) of such a publication, both parties agree to suitably modify/amend the content there of in order to avoid disclosure of confidential information or patentable material. In any case, a party may delay publication till a period of ninety (90) days or the filing of a provisional application whichever earlier. CSIR-CSIO and IIT Mandi shall confer and consult each other regarding preparing, filing prosecuting, maintaining of Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work.
- iii. CSIR-CSIO and IIT Mandi shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged/shared between the parties for joint research/supervision will not be transferred to third party without consent of the parties.



6. Terms of Collaboration

- i. CSIR-CSIO and IIT Mandi agree to enter into collaboration on research & development, faculty and student exchange with pre-defined objectives, scope of work and mutual obligations, terms & conditions, financial arrangements. Intellectual Property Rights and similar contractual obligations.
- ii. In so far as any third party is concerned, this MoU will be valid only when a letter from both parties is enclosed specifically expressing concurrence and an officer identified by name representing respective institutes and responsible for the specified project.
- iii. In case either party wins a joint consultancy project by projecting this MoU, a liability is created immediately in respect of royalty/premium due to either party. Either party shall concur with the liability. The exact amount of liability will be arrived at after mutual consent by both the parties based on DST/DSIR/CSIR/MHRD guidelines.
- iv. In case either party decides to permit use of its equipment, facilities, manpower to the other for executing a project, the scope of such a project, cost estimates of the project, modalities of payment and all other related aspects would be worked out jointly by CSIR-CSIO and IIT Mandi through separate proposals as per DST/DSIR/CSIR/MHRD guidelines.
- v. Participating Staff and Students involved in any activities under this MoU must adhere to laws of the country and rules & regulations of the host institutions.
- vi. Ownership of any joint research findings shall be vested in both parties through this MoU and any publications regarding the same shall only be possible after prior approval from both parties.

7. Disclaimer

This MoU is not intended by CSIR-CSIO and IIT Mandi to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership or formal business organization of any kind. Each party here to shall act as an independent entity and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

8. Non-exclusive

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both the parties can enter into cooperative arrangements with other parties to suit their organizational needs.

9. Confidentiality

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such



information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

10. Period of Validity

The MoU would be valid for a period of five (05) years from the date of signing by the parties. At the end of validity period of the MoU, a fresh MoU with similar/modified terms may be considered for the renewal.

11. Reviews

The MoU shall be reviewed periodically by both the parties and additions/deletions can be done with mutual consent.

12. Termination

The MoU can be terminated by either party after giving one month's written notice to the other party subject to fulfillment of commitments already agreed upon. Provisions of this MoU shall continue to apply to ongoing activities until their completion.

13. Arbitration

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India.

In case of non-resolution of differences through mutual consultation, within ninety (90) days of the written notice of its existence given by either party to the other, then the matter shall be referred by either party to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) for resolution and the dispute or difference shall be resolved in accordance with the DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018, which is deemed to be part of this agreement. The language of the Arbitration shall be English.

SEAL OF PARTIES

The undersigned, duly authorized, have signed this Memorandum of Understanding at IIT Mandi on **7th day of December, 2024**. It has been executed in two copies which are equally valid. One copy is retained by CSIR-CSIO and other by IIT Mandi.



07/12/2024
(Prof. Shantanu Bhattacharya)

Director

CSIR-Central Scientific Instruments Organisation
(CSIR-CSIO)

Sector 30 C, Chandigarh - 160030

Central Scientific Instruments Organisation
सेक्टर 30, चण्डीगढ़-160 030
Sector 30, Chandigarh-160 030

Witness

1.



Dr. Sanjeev Soni

Senior Principal Scientist &
Coordinator, Academy of Scientific & Innovative
Research (AcSIR)
CSIR-CSIO, Sec-30,
Chandigarh - 160030

2.



Dr. Vishal S. Chandane

Scientist
CSIR-CSIO, Sec-30,
Chandigarh - 160030

07/12/24
(Prof. Laxmidhar Behera)

Director

Indian Institute of Technology Mandi
(IIT Mandi)

Himachal Pradesh - 175005

Prof. Laxmidhar Behera

निदेशक / Director

वि.प्र.सं. मण्डी (हि.प्र.)-175075
IIT Mandi (H.P.) - 175075

Witness

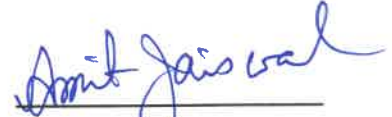
1.



Prof. Rahul Vaish

Professor
Indian Institute of Technology Mandi
(IIT Mandi)
Himachal Pradesh - 175005

2.



Dr. Amit Jaiswal

Associate Professor
Indian Institute of Technology Mandi
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