

## Memorandum of Understanding



**Between**  
**Indian Institute of Technology Kanpur**  
**And**  
**Chhatrapati Shahu Ji Maharaj University, Kanpur**

This Memorandum of Understanding ("MoU") is effective as of the 28<sup>th</sup> of September, 2023 by and between

Indian Institute of Technology Kanpur, a research and educational institution of national importance established under the Institutes of Technology Act, 1961 and having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, Uttar Pradesh- 208016, India, hereinafter referred to as "IITK" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the FIRST PART,

And

Chhatrapati Shahu Ji Maharaj University, an educational Institute, registered under the UGC Act, 1956, having its office at Kalyanpur, Kanpur, Uttar Pradesh – 208024, India, hereinafter referred to as "CSJMU" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the SECOND PART,

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

### Introduction

IITK is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITK imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.

Whereas, CSJMU established in 1966, has been on the map of higher education for more than six decades. It has a residential wing in the campus and 617 affiliated colleges in seven districts of the State. It offers undergraduate and post graduate programmes in all disciplines of Arts, Science, Commerce, Law, Engineering, Management, Pharmacy, and Health Sciences and has contributed much to the growth and economic development of the country.

The faculty member(s) of IITK involved in this MoU or in any project specific agreement will receive/disclose Confidential Information on behalf of IITK. He/She/They will execute the obligations of non-disclosure of Confidential Information received from CSJMU.

The Parties wish to work in the areas of mutual academic and research collaboration. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS.**

## **1. Object:**

Both the Parties agree to develop the following collaborative activities in academic and research areas of mutual interest, on a basis of equality and reciprocity:

- i) IITK shall provide support to CSJMU in developing quality teaching-learning process with regards to the undergraduate and postgraduate (including doctoral) programmes in various departments of CSJMU with the help of Internal Quality Assessment Council (IQAC), CSJM University.
- ii) Collaboration in research and development, and consultancy studies in the field of mutual interest,
- iii) The exchange of academic materials and publications,
- iv) Identify and undertaking joint research domains, submit of joint research proposals, organize conferences and symposia,
- v) Training programs that would include refresher courses, faculty development programs, content updation, educational technology, professional skill development, etc,
- vi) Focused training programs for students based on the skill sets required at the individual/group level
- vii) Collaboration to develop entrepreneurship ecosystem to mutually benefit start-up companies,

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, and intellectual property will be specified in a separate project specific agreement.

## **2. Intellectual Property Rights:**

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

## **3. Effective date, duration, termination of the MoU:**

The MoU shall be effective from the effective date and shall remain in force for a period of 5 years. The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9 and 10 shall survive the termination or expiration of this MoU.

## **4. Confidentiality:**

a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or

visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

b. Confidential information includes information:

1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,
2. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.

d. The Receiving Party will use the confidential information only for the above mentioned purpose.

e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:

1. was known to Receiving Party prior to disclosure by Disclosing Party,
2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
3. is or becomes generally known or publicly available other than by unauthorized disclosure,
4. is independently developed by Receiving Party,
5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
6. is required by law or decree.

g. The confidential information shall remain the sole property of the Disclosing Party.

h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

#### **5. No Liability:**

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

#### **6. Publicity:**

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

## 7. Independent Contractors:

For the purposes of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

## 8. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

## 9. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

## 10. Arbitration and Governing Law:

This MoU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Kanpur shall have the exclusive jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to the Director, IITK and Vice Chancellor, CSJMU, who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Kanpur. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned herein before.

For and on behalf of IITK

Signature

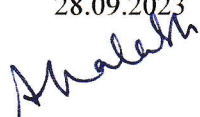


Name: **Prof. S. Ganesh**

Designation: Director, IIT Kanpur

Date: 28.09.2023

Witness:



For and on behalf of CSJMU

Signature



Name: **Prof. Vinay Kumar Pathak**

Designation: Vice Chancellor, CSJMU

Date: 28.09.2023

Witness:

