

# MOMENRANDUM OF UNDERSTANDING

between

**DST-Centre for Policy Research  
Panjab University, Chandigarh**

and

**Technology Transfer Office,  
KIIT-TBI, KIIT University**

## PREAMBLE

DST-Centre for Policy Research, Panjab University, Chandigarh [*DST-CPR (PU)*] and KIIT Technology Business Incubator Technology Transfer Office, Kalinga Institute of Industrial Technology (KIIT) University, Bhubaneswar, Odisha [hereafter to as *KIIT-TBI TTO* (hereinafter referred to as "two Parties") propose to collaborate to implement the academic goals of each of the centers.

**WHEREAS, both DST-CPR (PU) and KIIT-TBI TTO, now**

Recognize the importance of policy formulations in accordance with the need in the field of Industry-academia collaborations, intellectual property rights.

INTEND to form a nucleus for collaborative and cooperative research activities in aforementioned field. NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both hereby acknowledge, DST-CPR (PU) and KIIT-TBI TTO hereby agree to sign a memorandum of understanding (MoU).

## ARTICLE-1: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between DST-CPR (PU) and KIIT-TBI TTO for enhancing, within the two centers, the collaborative activities in the field of policy formulation, without any prejudice to prevailing rules and regulations in DST-CPR (PU) and KIIT-TBI TTO and without any disregard to any mechanism evolved and approved by the competent authorities of both the offices in so far as such mechanism applies to DST-CPR (PU) and KIIT-TBI TTO . The areas of cooperation can be extended through mutual consent.

## ARTICLE-2: OBJECTIVES OF THE MOU

- [2.1] To contribute to the enhancement of academic research relationships between DST-CPR (PU) and KIIT-TBI TTO.
- [2.2] To enhance cooperation between the two institutions in the domain of Industry-academia collaborations, intellectual property rights.
- [2.3] Research and outreach activities in the domain of IP Portfolio Management, Technology Transfer, and IP Commercialization
- [2.4] Creating awareness among the scientific community regarding Intellectual Property Right and Technology Transfer.

  
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**Panjab University**  
**Chandigarh**



### ARTICLE-3: FINANCIAL TERMS & ONDITIONS

That this association and collaboration as mutually agreed by both parties involves no monetary exchange. However, may decide to provide a specific amount to each other in the form of honorarium as and whenever mutually agreed by both parties.

### ARTICLE-4: EFFECTIVE DATE AND DURATION OF MOU

- [4.1] This MoU shall be effective from the date of signing by competent authorities at both ends.
- [4.2] The duration of the MoU shall be for a period of 05 years from the effective date.
- [4.3] During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the student's/research scholar's/project fellows who have been admitted to pursue a programme under the MoU.
- [4.4] Any clause or article of the MoU may be modified or amended by mutual agreement of DST-CPR, PU and KIIT-TBI TTO.
- [4.5] Either institutes may terminate this MoU upon six (06) months will suffer from any loss of money and any other possible loss.
- [4.6] This MoU is non-exclusive. The institutes have the freedom to engage in agreements with others including cooperation on issues within the scope of this memorandum.
- [4.7] At the KIIT-TBI TTO, **Dr. Amaresh Panda, Lead, TTO** will oversee the implementation of the MoU. At the DST-CPR, PU, **Dr. Kashmir Singh, Coordinator** will oversee the implementation of the MoU.

### ARTICLE-5: INTELLECTUAL PROPERTY RIGHTS (IPRS)

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent and as per the contribution.

### ARTICLE-6: CONFIDENTIALITY TERMS & CONDITIONS

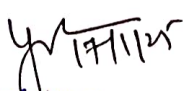
During the tenure of the MoU both DST-CPR, PU and KIIT-TBI TTO will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both DST-CPR, PU and KIIT-TBI TTO shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Further, both DST-CPR, PU and KIIT-TBI TTO shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

### ARTICLE-7: DISPUTE RESOLUTION/ JURISDICTION OF COURT

- a) This agreement shall take effect and be construed in accordance with the Laws of laid by Govt. of India.

  
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**Chandigarh**





- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Odisha/Chandigarh and Language of arbitration shall be English.

#### **ARTICLE- 8: IMPLEMENTATION AND NODAL COORDINATOR(S)**

On the behalf of DST-CPR, PU, the contact point and coordinator will be:

Full Name : Prof. Kashmir Singh,  
Position : Coordinator  
Address : DST-Centre for Policy Research  
Top Floor,  
Guru Teg Bahadur Bhawan,  
Panjab University, Sector 14  
Chandigarh, 160014  
Telephone : 0172-2534124  
Email : [dstprc2014@pu.ac.in](mailto:dstprc2014@pu.ac.in)

On the behalf of KIIT-TBI TTO, the contact point and coordinator will be:

Full Name : Dr. Amaresh Panda,  
Position: Lead, TTO  
Address : KIIT Technology Business Incubator  
(KIIT-TBI TTO), KIIT University, Odisha  
Telephone : +91 9819053408  
Email : [amaresh@kiitincubator.in](mailto:amaresh@kiitincubator.in)

#### **ARTICLE-9: REVISION/ MODIFICATION & AMENDMENT (IF NEED BE, IN FUTURE)**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-10: ANY MISCELLANEOUS INFORMATION**

[10.1] The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

[10.2] No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

[10.3] After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

  
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Panjab University  
Chandigarh



IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

This MoU is signed on \_\_\_\_\_ and made into two equally authentic original copies.

FOR AND ON BEHALF OF  
DST-CPR, PANJAB UNIVERSITY  
CHANDIGARH

  
\_\_\_\_\_  
REGISTRAR

PANJAB UNIVERSITY  
CHANDIGARH  
Registrar  
Panjab University  
Chandigarh

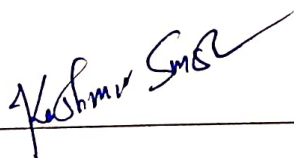
FOR AND ON BEHALF OF  
KIIT-TBI TTO,  
KIIT University, Odisha

  
\_\_\_\_\_  
CEO

KIIT-TBI, KIIT UNIVERSITY,  
ODISHA  
Dr Mrutyunjay Suar  
CEO  
KIIT Technology Business Incubator (KIIT-TBI)  
KIIT University

WITNESSES

FOR AND ON BEHALF OF  
DST-CPR, PUNJAB UNIVERSITY,  
CHANDIGARH

  
\_\_\_\_\_  
COORDINATOR AND PRINCIPAL  
INVESTIGATOR(PI)

FOR AND ON BEHALF OF  
KIIT-TBI TTO, KIIT UNIVERSITY, ODISHA

  
\_\_\_\_\_  
LEAD, TECHNOLOGY TRANSFER  
OFFICE,

