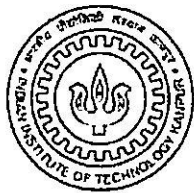


A MEMORANDUM OF UNDERSTANDING



**Indian Institute of
Technology
Kanpur**

BY AND BETWEEN

&



**Chhatrapati Shahu Ji
Maharaj University,
Kanpur**

Objective: To promote academic cooperation and exchange in the field of education and research.

This MoU was signed in the august presence of Hon'ble Vice-Chancellors **Prof. Vinay Kumar Pathak** (Vice-Chancellor, Chhatrapati Shahu Ji Maharaj University, Kanpur) & **Prof. A.R. Harish** (Dean R&D, IITK)

MONDAY
Day & Date: 26.06.2023

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IIT-KANPUR
AND
CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY, KANPUR (U.P.)**

This Memorandum of Understanding ("MoU") is effective as of the 26.06.2023
("Effective Date") by and between

Indian Institute of Technology Kanpur, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-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, Kanpur, established vide Notification. No 2978 (2)/XVII-V-1170/72 dated 2 September 1973 by Govt. of Uttar Pradesh vide Act No. 29 of 1974 and recognized by University Grants Commission and herein recognized as State University, having its registered address at Kalyanpur Kanpur, Uttar Pradesh State, India-208024 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.

Preamble:

Whereas, 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 is engaged in the business of teaching and research at both undergraduate, post-graduate and doctoral levels and is involved in development and dissemination of Technology in various disciplines.



Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country.

Whereas, Prof. Rajiv Sinha, Department of Earth Sciences, IITK involved in this MoU or in any project-specific agreement will receive/disclose Confidential Information on behalf of IITK. He will execute the obligations of non-disclosure of Confidential Information received from CSJMU. Similarly, Dr. Soni Gupta at the School of Advanced Agriculture Sciences and Technology, CSJMU would be responsible for carrying out the specific activities under this MOU.

Both Parties felt that a sustained, synergetic and effective collaboration between **IITK** and the Chhatrapati Shahu Ji Maharaj University, Kanpur will enhance the strength, and add value to, the efforts of each party.

The Parties, therefore, agree on the aims of creating an institutional framework for enriching scientific endeavours in mutually agreed fields of research and training with this MoU, to facilitate a formal tie-up for developing a spirit of academic co-operation with each other.

1. This MoU aims to promote academic cooperation and exchange of teaching and research experiences between **IITK** and **CSJMU**.
2. The two organizations shall cooperate in developing mutual interests on a reciprocal basis and respect for the independence and equal status of each organization.

3. Scope of MoU

This MoU details the terms & conditions, financial arrangements and modalities of collaboration that may involve intellectual property rights (IPR), and responsibilities and obligations of the **IITK** and **CSJMU**, pertaining to:

- (i) The training/projects undertaken by the students of **CSJMU**.
- (ii) develop innovative solutions in areas of remote sensing, environmental risk assessment, natural resources conservation, water management, wetland restoration, groundwater modeling, spatial technologies.
- (iii) collaborate **IITK** and **CSJMU** for conducting research in science and technology and for facilitating students to conduct research and register for awarding doctorate degrees and diplomas in Supervisor/Co-supervision manner, up on mutual consent and approval from competitive authorities and as per norms laid down in the University Ordinance and UGC (Minimum Standards and Procedure for Award of M.PHIL./PH.D. Degrees) Regulations, 2016.



4. RESPONSIBILITIES OF CSJMU & IITK

- Operational details of research effort and collaboration [especially for Centre of Excellence for AI/ Drone Technology] will be made in common research programmes and/or projects.
- With mutual consent and prior permission from and/or between the concerned institutes, students of one institute may be allowed to do projects (as part of their curriculum) and short-term courses, internship programs during summer or winter or longer vacations or during semester-break at the other institute subject to the prevailing norms of the respective institute.
- Parties may formally depute its faculty-members, whenever possible, to arrange special talks to a selected group of students.
- CSJMU may organize seminar, workshop or conference at the IITK campus subject to the prevailing norms of IITK. In such cases the IITK will provide all the logistic support to CSJMU which shall be decided on case-to-case basis along with the cost of infrastructure involved.
- CSJMU may invite the IITK for seminar/ workshop/ conference etc. organized at its campus. In such cases, CSJMU will provide all the logistics support to the IITK faculties and students except for the cost of travel, food and lodging.
- Any other academic activities may be jointly organized by the CSJMU & IITK like co-hosting of workshops, seminars etc., after due consultation, assessment and mutual consent.
- After prior approval from the respective authorities, the students of either institute may be permitted to do project works with the other institute faculties during summer or winter or longer vacations or during semester-break. In such cases, the incidental cost of transport etc. of the such students shall be borne by their respective institutes.
- There is no financial commitment involved in this arrangement.
- To carry on the activities under this MoU, proper administrative procedures shall be followed by the respective institute.

5. General Agreements

The Parties agree to:

- a. Exchange academic materials and information;
- b. Visit of faculty members and research scholars, if possible;
- c. Students' internship program;
- d. Hold joint National & International conferences, workshops, seminars etc.;
- e. Conduct joint research projects;
- f. Engage in activities that could better mutual understanding and cooperation;
- g. To work together for the implementation of NEP-2020.



6. FORCE MAJEURE

Neither the **IITK** nor **CSJMU** shall be held responsible for non-fulfillment of their respective obligations under this agreement, due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the parties affected thereby, shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

7. TERMINATION OF AGREEMENT

This MoU may be terminated by either of the Parties forthwith if either of them commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice in this behalf having been served on it by the other party i.e., either **IITK** or **CSJMU** in correspondence; as the case may be. In addition to the above reasons, this MoU may be terminated forthwith if either of the Parties voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable proceedings or if, applications invoking such proceedings have been filed. The MoU may also be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning sufficient cause for such termination

8. DURATION

This MoU shall remain valid for a period of five years from the Effective Date of the MoU. After this, the MoU maybe terminated or maybe renewed after judging the then situation.

9. 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.

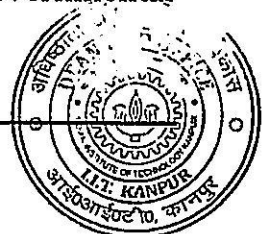
h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

10.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.

11.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.



12.SETTLEMENTS

Upon termination of the MoU: All rights granted to **CSJMU** and **IITK** hereto, shall cease to exist forthwith; except the obligation of either Party to keep collaborative activity in confidence, accrued on or prior to the date of such termination, make written reports and keep records, files and books, and the right of the other Party to inspect the same.

13. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this MOU shall be valid unless the same is made in writing by either of the Parties or their authorized representatives, specifically stating the amendment to this MoU. The modifications /changes shall be effective from the date on which they are executed; unless otherwise agreed to. In general, the MoU will be amended on yearly basis, IF AT ALL REQUIRED, on mutually agreed terms.

14. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities of this MoU shall not be assigned except with the written consent of **IITK** and **CSJMU**, subject to such terms and conditions, as maybe mutually agreed upon, by both the parties.

- 15.** The details of this MoU are to be decided by mutual consultation between the Parties. Both Parties understand that all terms and conditions of the above-mentioned activities as well as financial arrangements will have to be negotiated and established in separate written agreements.

16. 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 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 mended 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.

- 17.** This MoU is executed in English in two original copies and each party will retain one original copy.



18. SEAL OF PARTIES

(Name and Address of the First Party)

(Name and Address of the Second Party)

Prof. A.R. Harish

Dean R&D

IIT, Kanpur

Tel No.

Date

अधिष्ठाता
DEAN
अनुसंधान एवं विकास
Research & Development
आई० आई० टी० कानपुर
I. I. T. KANPUR



Signature with Seal

Prof. Vinay Kumar Pathak

Vice-Chancellor

CSJMU, Kanpur

Tel. No. +91-0512-2581280

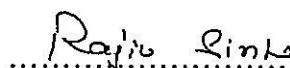
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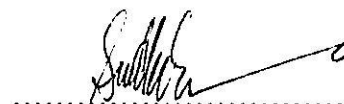
VICE-CHANCELLOR
CHANDRAPATI SHYAMJI MARRAJI UNIVERSITY
KANPUR - 208 024

Signature with Seal


Witness 1:


.....
(Prof. Rajiv Sinha)
Department of Earth Sciences
IITK


Witness 1


.....
(Prof. Sudhir Kumar Awasthi)
Pro-Vice Chancellor
CSJMU, Kanpur-208024

Witness 2:


.....
SHREYA MISHRA

Witness 2


.....
(Dr. SONI GUPTA)
Incharge
School of Advanced Agriculture
Sciences and Technology
CSJMU, Kanpur-208024