

Memorandum of Understanding

Between

Funding Agency

(Logo)

And

Indian Institute of Technology Kanpur



as of _____ (*effective date*)

for

Title of the project

This Memorandum of Understanding (MoU) made and entered into on this _____ day of _____, 2008 (effective date) between

_____ (hereinafter called _____ which expression shall include its successors-in-interest and assigns) of the ONE PART.

AND

Indian Institute of Technology Kanpur (IITK) represented by _____ (name of the faculty member), of Department of ____, who will work on behalf of IITK (hereinafter called IITK which expression shall include their successors-in-interest and assigns) of the OTHER PART.

PREAMBLE

_____ (_____) is involved in the _____. (Description of the funding agency)

Indian Institute of Technology, Kanpur (IITK) is having expertise in these and related areas.

In view of the common interest in these fields, ____ and IITK have agreed to enter into a Memorandum of Understanding (MoU) to set up _____ and to conduct experiments in the facility. In this joint proposal, details of the proposed test facility and the experiments to be conducted are also described.

Whereas the faculty members in the Department of _____ Engineering, Indian Institute of Technology, Kanpur have expertise in the field of _____.

Whereas _____, on the basis of discussions with faculty members of IITK is desirous of collaborating with IITK in carrying out "_____" (hereinafter called the project) as per the scope of the work detailed hereunder.

Now, therefore, in consideration of the premises and mutual covenants hereafter contained, the parties hereto agree as mentioned in the following sections:

Section 1 describes the Scope of MoU, Sections 2 and 3 cover the Objectives of the Project and Scope of Work, Section 4 lays down the Project Schedule and Project Reports and Documentation is outlined in Section 5. The Financial Arrangement is narrated in Section 6. Section 7 and 8 states the obligations that would be borne by _____ and IITK respectively. Section 9 and 10 depicts Arbitration, Liabilities and Force Majeure respectively. The Periodic Review and Secrecy are described in Sections 11 and 12 respectively.

1. SCOPE OF THE MoU

The MoU details the terms and conditions, financial arrangements, modalities of collaboration, responsibilities and obligations of _____ and IITK pertaining to the project. This supersedes all previous discussions, correspondence etc. on this subject matter.

2. OBJECTIVES OF THE PROJECT

3. SCOPE OF THE WORK

3.1. PROPOSED EXPERIMENTS

3.1.1 Methodology

3.1.2. Instrumentation and data acquisition

3.1.3. Material procurement

3.1.4 Number of Experiments

Table 1: Summary of experimental test

Title:

Experiments	Setup	Conditions	Parameters	Applications

Draw figures if any

3.2 Documentation and Preparation of Report

The report will be written as per the schedule in Section 4 of MoU at the end of each phase. This will include design details, calibration report for all instruments, instrument measurement uncertainties, test matrix and experimental results.

4. PROJECT SCHEDULE

4.1 Schedule of proposed major activities of the project

Total duration of the project will be __ months

Phase	Description	Schedule		Action [#]
		Start date	End date	IITK/ _____
I	(a)			
II	(a)			
III	(a)			
IV	(a)			

5. PHASE REPORTS

Phase Reports are to be submitted by IITK after completion of each phase. The report shall consist of the details of the work enumerated in Scope of Work and experimental results as per Project Schedule of this MoU.

Within two months of completion of each phase of work IITK will give two copies of the phase report to ____ containing all the results of the work carried out under that phase. Payment will be released after receipt of the interim report.

6. FINANCIAL ARRANGEMENTS

IITK will take up this project in __ parts viz. PART A: _____
PART B: _____.

____ shall release payments to IITK as per the following table based on the review of the progress and certification by _____ for the completion of the earlier phases as per clause 4. IITK will conduct the project under the rules, regulations and control of the IITK. The total cost of the project will be Rs. _____/- (Rs. _____ Only). The payment from ____ shall be made as per the schedule given in the TABLE #2 below. All the project related purchases shall be made as per IITK purchase rules.

Table #2: Summary of Budget

		Payment from _____ (Rupees)
Payment on the beginning of Phase I		
Payment on the completion of Phase I		
Payment on the completion of Phase II		
Payment on the completion of Phase III		
Payment on completion of Phase IV		
Total (Phase I:IV)		

- No Tax need to be deducted at source, since IITK is exempted as per the notification _____, Ministry of Finance, Government of India.
- The manpower includes the appointment of JRF/SRF/RA in the project and the technical assistance implies the appointment of skilled/semi-skilled/unskilled worker(s) and work hire for the specific activity related with the project. All the appointments shall be made as per the rules of IITK and the appointments under this project shall be co terminus with the duration of the project.
- The travel in the project includes _____. The expenses for attending the national and international conferences within the country and abroad i.e. outside country are also included under travel head.
- The equipments purchased in this project will become the property of IITK. However, these equipments can be used for any research and testing activity funded by _____ in Department of _____ Engineering IIT Kanpur.

Table #3: Details of year wise budget (Rupees)

Item	Year-I	Year-II	Year III	Year IV	Total
Total					
Grand total project cost					

7. OBLIGATIONS OF _____

- _____ will extend laboratory facilities to the personnel of IITK for which approval need to be taken by them in advance in connection with the project.
- (Any other obligation)

8. OBLIGATIONS OF IITK

- IITK will utilize the equipments and infrastructure of ____ for carrying out the project.
- IITK shall maintain close co-ordination with ____ representatives during the duration of the project.
- The necessary corrective actions if suggested by _____ shall be implemented by IITK within the scope of the project.
- On completion of the technical work, IITK will submit the detailed report of the project giving the results of the investigations and the analysis as covered under SCOPE OF WORK. Contents of the report will be decided by mutual discussion. Payment will be released by ____ at the end of every phase of the project after receiving the corresponding phase report.

9. LIABILITIES

In case of any legal dispute between the IITK and the _____, _____ are in any way, held responsible to make good the losses incurred by the _____, such liability will be restricted to a maximum limit, which will be the difference of the total amount charged for the project and the expenditure/liabilities on the project.

10. FORCE MAJEURE

Neither of the parties hereto shall be considered in default in performance under the contract if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagration, epidemics, accident, fire, flood, droughts, earthquake or notice in writing is given within ten days, failing which within the shortest period by IITK to _____ and vice versa. Soon after the causes of force majeure has been removed, the party whose ability to perform its obligation has been affected shall, notify the other of such cessation and of the actual delay occurred such affected activity adducing necessary evidence in support thereof. From the date of occurrence of force majeure the obligations of the party affected shall be suspended during the continuance of any disability, resulting there from,

have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the obligations by state of force majeure lasting for a period more than one month, the two parties shall consult each other and decide on the future execution of the contract. In case of termination of work due to the force majeure conditions, _____ shall pay IITK towards all work done by IITK up to the date of happening of force majeure events. IITK on their part, will submit the report of the project at this stage with available data.

11. PROJECT REVIEW COMMITTEE (PRC)

The project will be reviewed half Yearly by following Project Review Committee:

12. SECRECY

The faculty members involved shall not disclose any information furnished to them by _____ and other information prepared by IITK for the project without prior written approval of _____, except in so far as disclosures necessary for the performance of IITK work and services hereunder.

13. PUBLICATIONS

Publications, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of the two parties shall be in the names of professors/scientists from both parties. It will be suitably acknowledged that the work has been carried out jointly by the two parties. Notice of 2 months will be given before publication.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

If the know-how developed as a result of the joint development program leads to a patent or patents being taken, the parties hereto shall mutually agree whether or not to apply for a patent /patents and if so in which countries. Patents taken if any shall be in the joint names of the two parties. All benefits / fee / royalty etc accrued out of commercialisation shall be shared equally. In the event of any claim or action being brought against either party to this MoU alleging infringement of a patent of a

third party, the parties hereto shall mutually decide whether to defend the claim or not. The cost of defense against any such claim or action shall be borne by the two parties hereto.

15. INSURANCE

The collaborating parties shall affect insurance for their own personnel and property. Such insurance by one party shall include a waiver as to any insurer's action against the other.

16. MoU AND ITS AMENDMENTS

This MoU shall be the sole repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorised by them and is recorded in writing and signed by the duly authorised representatives of both the parties.

17. ASSIGNMENT

This MoU shall not be assignable by either party without the prior written consent of the others except that this agreement shall be automatically binding upon and inure to the benefit of any successor of either party.

18. TERMINATION

In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.

19. CONTACT PERSONS

Following officers from _____:

Following Officers from IITK, Kanpur:

20. ARBITRATION

If any dispute arises between the parties to this MoU regarding implementation of the terms of the MoU, the interpretation of the terms of the MoU or any other matters incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible, amicably by mutual consultations, using the good offices of the Director, IITK and the _____ or their respective nominees, and in case such disputes are not possible to be resolved amicably, then the entire

matter so involved may be referred by any of the parties to this MoU to two arbitrators one each to be nominated by the Director, IITK and by _____. Both such arbitrators shall be entitled to select a third arbitrators (i.e. Umpire) in accordance with law, and the decision taken by such Arbitrators shall be binding on both parties to this MoU. The provisions of Indian Arbitration and Conciliation Act 1996, as modified from time to time shall apply to such arbitration proceedings. The arbitrators shall give reasoned and speaking awards.

The concerned project may be wound up by an order of the appropriate government or by an order or decree of a competent court and in case such winding up process takes place during the currency of this MoU, any party shall have a right to terminate the contract by giving a _____ days notice in writing to the other party but without prejudice to any right accrued to either party to such termination.

In witness whereof the parties hereto have executed this MoU through their authorised representatives.

Signed, Sealed and Delivered
For and on behalf of _____

Signed, Sealed and Delivered
For and on behalf of IITK

Signature:

Signature:

Name:

Name:

Seal:

Seal:

Date

Date:

Witness - 1

Witness - 1:

Witness – 2

Witness - 2: