

महाराष्ट्र MAHARASHTRA

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WP 372305

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९०
- 7 FEB 2020
सक्षम अधिकारी

Memorandum of Understanding (MOU)

Between

Tata Institute of Fundamental Research, Mumbai

and

Higher Education Department, Government of Maharashtra

This Memorandum of Understanding (MoU) is made on 17 day of 02/2020, by and between

Tata Institute of Fundamental Research, a Public Trust registered under the Bombay Public Trust Act, 1950 and a Deemed to be University, having its office at Dr. Homi Bhabha Road, Colaba, Mumbai 400005, (hereinafter referred to as "TIFR") (which expression unless repugnant to the context shall include its successors and permitted assigns) of the first part

AND

Department of Higher Education, on behalf of 1) The Institute of Science, Mumbai 2) Institute of Science, Nagpur 3) Government Vidarbha Institute of Science and Humanities, Amravati and 4) Government Institute of Science, Aurangabad (hereinafter collectively referred to as "IoS") (which expression unless repugnant to the context shall include its successors and permitted

A.P.-1

Director
Institute of Science
 15, Madan Cama Road,
 Mumbai-400 032.

मुद्रांक विकत घेणाऱ्याचे नाव _____
 मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
 मुद्रांक विक्रीबाबतची नोंद घेती अनु. क्रमांक 353

मुद्रांक विकत घेणाऱ्याची सही _____
 परवाना क्रमांक : 6000090
 मुद्रांक विक्रीचे नाव/पत्ता : श्री. कल्पेश प्रेमजी गाला
 शॉप नं. ४, भाग्योदय बिल्डींग, ७९ बगीचदास मारुटर रोड, फोर्ट, मुंबई-४०० ००९
 शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिहापत्र जादर कारणासाठी
 कागदाची आवश्यकता नाही. (शासन आदेश दि. ०९/०९/२०१४) मुंबई
 ज्या कारणासाठी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
 खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

13 FEB 2020

13 FEB 2020

assigns), having its office at Mumbai, represented by the authorized signatory of Department of Higher Education, Government of Maharashtra of the second part.

1. ABOUT THE PARTIES:

Tata Institute of Fundamental Research is a National Centre of the Government of India, with the Department of Atomic Energy as its administrative department, as well as a deemed University awarding degree for master's and doctoral programs. The Institute was founded in 1945 under the vision of Dr. Homi Bhabha. At TIFR, we carry out basic research in physics, chemistry, biology, mathematics, computer science and science education. TIFR main campus is located in Mumbai, with centers at Pune, Bangalore and Hyderabad.

There are four Institute of Sciences, viz. 1) The Institute of Science, Mumbai 2) Institute of Science, Nagpur 3) Government Vidarbha Institute of Science and Humanities, Amravati and 4) Government Institute of Science, Aurangabad. (Collectively referred to as "IoS") These Institute of Sciences are managed by Government of Maharashtra. The Institute of Science, Mumbai, formerly known as the Royal Institute of Science (RIS) was established in 1920 by the Royal Charter. It is a full- fledged premier post-graduate centre for teaching and research in science. From its inception in 1920 till date, the Institute has earned a very high reputation in scientific research and teaching. The theme of research undertaken at the Institute is to seek solutions to the problems besetting mankind and a great quest to venture

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into techniques leading to path breaking innovations in the frontiers of Science. The Institute undertakes interdisciplinary and multi-institutional research projects sponsored by different funding agencies and industries in various areas. The Institute of Science, Nagpur is run by Department of Higher and Technical Education, Government of Maharashtra, Mumbai. (M.S.) Previously it was known as "Government Science College". The Institute is one of the oldest pure science academic and research centre in central India. Its marvellous architecture and spacious class rooms and laboratories make it one of the most sought out and selected pure science learning centre in central India. **Government Institute of Science Amravati** has been an epitome of pride and success. It is a proud possession of the Vidarbha. The Government of Maharashtra in 2001 elevated this college to the status of an institution with present name "Government Vidarbha Institute of Science and Humanities". The institution has contributed to a great extent to enhance the quality of education. It has been constantly imparting quality education to the students. **The Government Institute of Science, Aurangabad** is the only Post graduate and Research Institute in Marathwada region, established by Department of Higher Education, Govt. of Maharashtra on Aug. 14, 1974. The Institute is Government Funded and Affiliated to Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

2. SCOPE OF WORK:

2.1 In order to promote co-operation between IoS and Tata Institute of Fundamental Research, Mumbai, India, the Parties agree as follows:

The Parties will encourage direct contact and co-operation between their faculty and administrative staff, departments and the research institutions, IoS and TIFR.

2.2 Within fields that are mutually acceptable, the following general forms of co-operation will be pursued between IoS and TIFR:-

- Visits by and exchange of faculty members and research scholars.
- Exchange of information including, but not limited to, research publications of faculty members.
- Joint research activities and joint supervision of research work.
- Joint conferences or symposia on subjects of mutual interest.
- Joint Academic courses and joint activities pertaining to the training of teachers, faculties, students and post-docs.

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- Sharing of research resources on mutual consent of the interacting faculties including lending of equipment between the Parties.
- 2.3 In the event, both Parties agree to initiate a particular program or activity under this Agreement based on any of the fields of co-operation set out above, the Parties must agree upon and record in a separate Agreement, the specific terms of such inter-institution initiative at least three months before the initiation of a particular program or activity in order for the said initiative to proceed.
- 2.4 Both IoS and TIFR agree that all the equipment, instruments and material given on loan by one Party (the "Lending Party") to the other Party (the "Borrowing Party") shall belong solely to the Lending Party and the Borrowing Party shall have no claims in respect of such equipment, instrument and material that has been taken on loan by it.
- 2.5 The Borrowing Party shall return at its cost all such equipment, instrument and material taken on loan by it to the Lending Party once the purpose of such loan is fulfilled. The Parties agree to sign a detailed document setting out the purpose, the lending date and a return date, in respect of each such loan of equipment, instrument and material given by the Lending Party to the Borrowing Party at least one month prior to the actual movement of such equipment, instrument or material.
- 2.6 The Borrowing Party shall at all times be responsible for the maintenance and upkeep of all equipment, instrument and material borrowed.
- 2.7 The Borrowing Party shall be liable to compensate monetarily the Lending Party, for all damage (confidential or otherwise) caused by the Borrowing Party, its faculty members and /or students and / or employees to equipment, instrument and material borrowed by them. The Borrowing Party shall be absolutely liable to repair and if necessary, replace such borrowed equipment, instrument or material that is damaged when its custody.
- 2.8 The Parties will endeavor to jointly conduct the following activities:

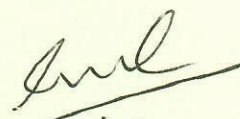
i) National Science Day Celebration:

The lecture/s of TIFR faculty will be arranged on this occasion at Institute of Science, Mumbai, Amravati, Nagpur and Aurangabad. Also, the PG students will be able participate in activities organized by TIFR and will work as volunteers (for 2-3 days) in programs organized by TIFR Mumbai. This will help students to get exposure to the various research laboratories in TIFR.

ii) TIFR Faculty representation:

IoS will consider inviting/ co-opting TIFR faculty on Board of Studies / Research Committees / Academic Council of newly

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established Homi Bhabha State University, Mumbai, or in their respective universities or as and when they are offered autonomy.

iii) Training program for Ph.D. and PG students:

Hands on training / sophisticated instruments operation / workshops / research training will be organized with the help of TIFR and Institutes to give exposures to Ph.D. / PG students having interest / inclination towards research. The selection procedure of students will be decided by respective institutes. Accommodation facility for outstation students will be provided in various Government Hostels.

M.Sc. students will work at TIFR for their curriculum projects as per the norms decided by those respective subject boards and respective TIFR department.

iv) Summer Training Programs:

UG/PG students of IoS will be encouraged to apply and participate in VSRP (visiting students' Research program). Besides this, few separate training programs may be conducted by TIFR for IoS students. These programs may be jointly organized by TIFR and IoS.

v) Research programs for faculties:

Faculty/ staff of IoS may visit TIFR and actively participate in research activities of TIFR. If some sort of training (for use of instruments etc.) is required or needed, the same may be arranged at TIFR. If there are any facilities, instruments not available at TIFR but are available at the IoS, these will be made available to TIFR members/research students.

Faculty of IoS may work at TIFR for some period and vice versa.

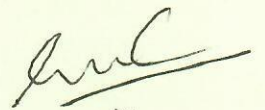
vi) Workshop / Seminars / Conferences:

The IoS may organize workshops / seminars / conferences in collaboration with TIFR. TIFR faculty may be invited as resource persons in these activities.

2.9 A Party which extends invitation to another Party's faculty or students shall arrange for / provide funds for their travel and if required, for accommodation also. Voluntary participation by one party/ its faculty shall not entail any such obligation on the other party.

2.10 The aforesaid activities to be conducted under this MoU shall be subject to the rules, regulations and policies of TIFR and IoS. No party shall be bound to conduct activities/ provide facilities in contradiction or inconsistent with its own rules, regulations or policies. In such event, the

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Parties to this Agreement will amend the activities/ clauses of this Agreement. Both Parties must obtain and keep/ maintain validity of all permissions and sanctions required for implementing the joint activities.

2.11 Subject to 2.9, both Parties understand that all other financial arrangements will have to be negotiated and will depend on the availability of funds

3. ASSIGNMENT AND SUBCONTRACTING:

Either party shall not assign this agreement in whole or in part without the other Party's prior written consent and such consent will not be unreasonably withheld.

4. REPRESENTATIVES:

4.1. For the term of this MOU, each party may appoint one of its employees to act as its representative in relation to this MOU (each such employee being a "Representative").

4.2. The Representative of an appointing party will be responsible for:

(a) Managing, overseeing or coordinating that party's relationship with the other party;

(b) Identifying any issues that arise between the Parties and referring those issues to the appropriate person within the Representative's organization;

(c) discussing issues arising out of this MOU or a Collaboration Agreement with the Representative of the other party; and

(d) Coordinating the exchange of information between the Parties.

4.3. The initial Representatives that have been chosen by the Parties are:

(a) for the higher Education Department:

Dr. J. M. Khobragade

Director

Email: jaisankhobragade@gmail.com

(b) Tata Institute of Fundamental Research, Mumbai

Director

Tel (, Fax , Mob)

Email:.....

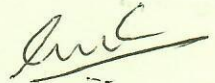
5. INTELLECTUAL PROPERTY RIGHTS:

All intellectual properties including any patent, copyright, design, know-how etc. whether registered or not (hereinafter referred to as the "IPs") which are developed jointly or which arise out of activities undertaken jointly by the Parties under this Agreement will be jointly owned by both the Parties (hereinafter referred to as "Joint IPs"). However, apportionment of such rights may be decided mutually by Parties through a separate written Agreement. A Party shall own all the rights in the IPs arising solely out of its own activities carried out using its own resources under this Agreement (hereinafter referred to as "Sole Party IPs"). Each Party shall be entitled to file applications for protection of its Sole Party IPs. In respect of joint IPs, applications can be filed for protection by joint consent only. Nothing in this agreement shall be construed to grant a Party any rights in respect of other Party's Sole Party IPs. Terms and conditions of usage of Sole Party IPs by the other party shall be determined by a separate Agreement.

6. CONFIDENTIALITY:

- 6.1 Each Party including Individual faculty members, students and employees of each of the Parties under this Agreement shall hold in confidence all information/data exchanged by the Parties or which is obtained from either Party or created during the performance of the Agreement and will not disclose the same to any third Party without prior written consent of the other Party.
- 6.2 The above confidentiality clause excludes information/data possessed by either party before entering into this Agreement or independently developed and/or information already available through public domain, or information which is required to be disclosed by any law or disclosure of such information is directed by a court, tribunal or any competent authority.
- 6.3 Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.
- 6.4 At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.
- 6.5 If any Party receives a notice seeking disclosure of Confidential Information, then such Party shall immediately notify the other Party in order to allow the Disclosing Party the opportunity to oppose the Notice or to seek a protective order. If requested by Disclosing Party, the other party shall co-operate fully with the Disclosing Party in contesting such disclosure.

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7. PUBLICATION:

- 7.1 Publications arising out of or in connection with joint activities shall be authored jointly by the Parties in accordance with their respective contributions to the publication. Publications arising out of or in connection with the activities undertaken under this Agreement solely by a Party using its own resources, shall be authored by the said Party.
- 7.2 Each Party before publishing its Sole Publication which arises out of or in connection with joint activities shall provide the other Party a draft of manuscript before submitting for publication and the other Party shall inform within Forty Five (45) days from the date of receipt of the draft, if it wishes to protect any IPs and in case such other Party decides to pursue protection of IPs, the Party proposing publication shall not submit said manuscript for publication, for a further period of three (3) months to allow the other Party to protect its Sole Party IPs.
- 7.3 This period may be extended by mutual consent of both the Parties.

8. RESOLUTION of DISPUTES:

Any resolution of disputes will be carried out through dialogues, discussion, formal mediation and conciliation procedures, by the top management teams of both the institutions appointed by the Directors of both the institutions.

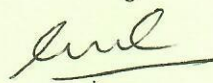
9. VALIDITY AND TERMINATION:

- 9.1 This Agreement shall be valid for five (5) years and may be extended by mutual consent of both the Parties.
- 9.2 A Party willing to extend this Agreement shall give a written notice of its intention to extend, at least 60 days prior to the expiry of this Agreement, which shall be responded to, by the other Party within a period of 30 days from the receipt of such notice.
- 9.3 This Agreement may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.
- 9.4 Should on-going collaborative activities be affected by termination, the Parties undertake to resolve any issue amicably by mutual agreement.

10. GENERAL

- 10.1 The IoS and Tata Institute of Fundamental Research, Mumbai acknowledge that each of them is free to undertake research projects on their own or in conjunction with third persons, and that the Parties will co-operate only in circumstances where each of them agrees co-operation is for their benefit and each is satisfied that the specific provisions covering that co-operation are appropriate.
- 10.2 Nothing in this MOU will oblige a party to or will constitute a representation by either party that it will enter into a Collaboration

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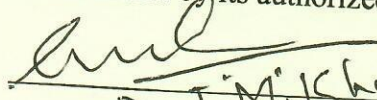
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Agreement for specific research with the other party or will conduct any Project.

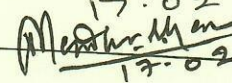
10.3 The terms of this Agreement may be amended only by a written document duly executed by both the Parties.

Executed by the Parties:

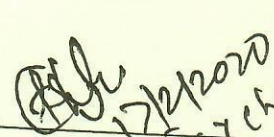
SIGNED for and on behalf of Department of Higher Education, Government of Maharashtra by its authorized signatory


Dr. J. M. Khobragade
17.02.2020

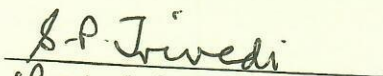
Witness: 1.


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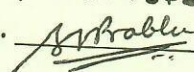
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17/2/2020
Prof. J. Chaudhari

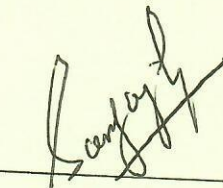
SIGNED for and on behalf of Tata Institute of fundamental Research Mumbai
Director


S.P. Trivedi
(Prof. S.P. TRIVEDI)

Witness: 1.


(Prof. S.S. Prabhu)
17.02.2020

& 2.


CSI S.B. Goshal (M)
17/2/2020