



मध्य प्रदेश MADHYA PRADESH

BN 890649

MEMORANDUM OF UNDERSTANDING

CL. 1 THE MoU

CL. 1.1 THIS AGREEMENT made and entered into on October 18, 2022 (October _____ two thousand and twenty two) between CSIR-Advanced Materials and Processes Research Institute (Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860) (CSIR - AMPRI), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001) having its Office at Hoshangabad Road, Bhopal-462026 (hereinafter called CSIR-AMPRI which expression shall where the context so admits include its successors and permitted assigns) of the **one part**,

AND

CL. 1.2 School of Planning and Architecture Bhopal, Neelbad Road, Bhauri, Bhopal, Madhya Pradesh 462030 (hereinafter called the SPAB which expression shall where the context so admits) of the **other part**,

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CL.2 PREAMBLE

CSIR-AMPRI and SPAB, have realized the need for a close linkage in terms of research and academic activities. In compliance to this idea, both have decided to sign a Memorandum of Understanding (MoU) as per the following terms and conditions.

CL.3 GENERAL

CL.3.1 CSIR – Advanced Materials and Processes Research Institute (CSIR-AMPRI) is a multi-disciplinary Material sciences laboratory with basic and applied R&D programmes in several strategically important areas of Lightweight materials, radiation shielding materials, hybrid wood composites, smart and functional materials, building materials, water resource management etc. The overall objective of AMPRI is to achieve a world-class status in the area of engineering materials, component and process development.

WHEREAS SPAB is established by Government of India as an Institute of National importance in the year 2008. This school is committed to produce best Architects and Planners of the Nation to take up the challenges of physical and socio- environmental development of global standards. This will be developed as 'University of imagination', where a sense of enquiry will prevail amongst all stake holders- students, researchers, professors and society at large. School of Planning and Architecture will strive for social sustenance through universal design, cultural sustenance through conservation and environmental sustenance through the discipline of Architecture, Planning and Design.

CL.3.2 CSIR-AMPRI and SPAB Faculty/ Scientists/ Technical Staffs/ researchers will work towards joint research projects thereby CSIR-AMPRI and SPAB mutually agreed to use leading research facilities developed/ to be developed at CSIR-AMPRI and SPAB. Seminars/Symposiums/Conferences/Workshops shall be organized jointly.



CL.3.3 The Faculty/ Scientists / Technical staffs and Researchers of both the organizations shall be allowed to use library of CSIR-AMPRI and SPAB, subject to the prior permission of the Competent Authority of their respective organizations.

CL.3.4 The Scientists of CSIR-AMPRI shall be associated as Guide and Co-guide subject to fulfilment of the requirement of UGC. Faculty of the SPAB shall be considered as experts in the various activities of CSIR-AMPRI. The guide will be from the organization where students undertake major lab facilities.

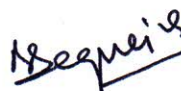
CL.4 ACADEMIC AND DEVELOPMENT PROGRAMMES

CL.4.1 For the mutual benefit of both the organizations i.e. CSIR-AMPRI and SPAB, there will be exchange of CSIR-AMPRI and SPAB Faculty/ Scientists and technical members of the mentioned organization for research and academic purpose. The mutual areas of interest will include Green Engineered Composites/ Civil Engineering/ Computer Engineering/ Bio-Science & Environmental Sciences/ Physics & Nano Technology/ Electronics & Communication/ Engineering Geo-Informatics/ Remote Sensing/ Electrical Engineering/ Agronomy/ Information Technology/ Materials Science & Technology/ Mechanical Engineering/ Robotics/ Rural technology/ R&D Management

CL.4.2 CSIR-AMPRI and SPAB Faculty/ Scientists/ technical staffs / researchers will help each other in preparing common research programmes.

CL.4.3 CSIR-AMPRI and SPAB will work closely to generate appropriately trained manpower in the related areas through organization of formal academic curricula, symposia, short term training courses etc.

CL.4.4 CSIR-AMPRI and SPAB shall undertake Skill development activities in the fields like high-end scientific instruments, web-enable communication systems, mutual



Interest of things and other skills coming under 'Make in India' program of Government of India.

CL.4.5 Honorarium, TA/DA (if applicable) will be provided to the Faculty/ Scientists/ technical staff/ researchers of CSIR-AMPRI and SPAB as per rule by requesting organizations.

CL.5 DURATION OF MoU

CL.5.1 This MoU shall be valid for a period of 60 months from the date of signing. The duration may be extended with the consent of both the parties under mutually agreed terms and conditions.

CL.5.2 It is further agreed that the Director CSIR-AMPRI and Director SPAB, through periodic meetings will monitor the progress of this MoU. Any change/ modification/ termination as introduced/ suggested by the Review Committee (comprising of Director CSIR-AMPRI and Director SPAB) will be binding on both the organizations.

CL.6 CONFIDENTIALITY

CL6.1 Any and all material shared during the course of the challenge relating to the projects will be confidential including but not limited to the recommendations, information being shared, results, technology, process route, experimental conditions, materials behaviour, fabrication methods, hardware or software design, data, know how, trade secret, architecture, material, documents etc. ("the confidential information") shall not be made public or shared with any other party without the prior written consent of the other party to this agreement or the party whom such confidential information belongs.



CL.7 INTELLECTUAL PROPERTY RIGHTS SHARING/ PUBLICATIONS

CL 7.1 Background IP: The parties recognize and acknowledge that the ownership of the Background IP belonging to each party will exclusively belong to that party.

CL 7.2 Any recommendation, report, results, data, research, technology, or other intellectual property ("results") arising out of the joint effort of the parties and that prima facie seem patentable or warrant such other IP protection, each party agrees and undertakes to jointly own and protect such IP with the other, naming only those individuals as inventors therein, who contributed to the inventing or creative process. Costs and revenue sharing in respect of filing, prosecution, marketing and commercialization of such IP shall be covered in a separate agreement for the purpose, at a later stage.

CL 7.3 The parties will mutually agree upon publication if any, keeping in mind the confidentiality and potential patent rights.

CL 7.4 Any research paper created with the joint efforts of the CSIR-AMPRI and SPAB shall be published in joint names and any research paper created by sole effort of one party shall be published in the sole name of the respective party.

CL.8 FORCE MAJEURE

CL 8.1 Both parties shall have no liability in respect of any delay in carrying out the activities or failure to carry out the activities under this MOU caused due to any act of government, or any circumstances outside the reasonable control of parties hereto.

CL.9. DISPUTE RESOLUTION

CL.9.1 All disputes and differences concerning the validity, scope, meaning construction, or effect of this MoU or any dispute or disagreement between the parties hereto as to any matter discussion shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.



CL10.1 Either Institution may terminate the MoU by giving written notice to the other Institution by specifying a date. Once terminated neither by Party will be responsible for any losses, financial or otherwise, which the other Institution may suffer. However, SPA Bhopal and CSIR-AMPRI will ensure that all the activities in progress are allowed to complete successfully and make their own individual arrangements to complete the unfinished business, if any without any claim against each other.

IN WITNESS WHEREOF the parties hereto have signed this agreement of understanding the day, month and year as mentioned hereinbefore.

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