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MEMORANDUM OF UNDERSTANDING

BETWEEN

CSIR- NORTH EAST INSTITUTE OF SCIENCE & TECHNOLOGY
 (COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

JORHAT, ASSAM: 785006

AND

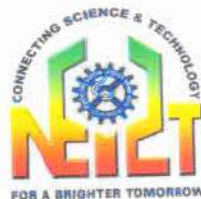
DARRANG COLLEGE, TEZPUR,
 ASSAM : 784001

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CSIR- NORTH EAST INSTITUTE OF SCIENCE & TECHNOLOGY
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JORHAT, ASSAM: 785006

AND



DARRANG COLLEGE, TEZPUR,
ASSAM : 784001

S.P.

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This Memorandum of Understanding (MoU) is executed on this day...of October, Two Thousand Nineteen between CSIR-North East Institute of Science and Technology, Jorhat 785006, Assam which is a constituent unit of the Council of Scientific and Industrial Research, having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001, (hereinafter referred to as CSIR-NEIST) through its authorized representative, the Director, of the one part;

And

Darrang College, established in 1945 is a premier educational institute of North Bank of Assam with current strength of more than 5000 (five thousands) students from Assam and other North Eastern states and an affiliated college of Gauhati University, Assam situated in Tezpur, Assam : 784001 (hereinafter referred to as DC), through its authorized representative, the Principal, Darrang College, Tezpur of the other part.

1. PREAMBLE :

CSIR-North East Institute of Science and Technology (CSIR-NEIST), Jorhat, Assam, a constituent establishment of Council of Scientific and Industrial Research, a society registered under the Societies Registration Act XXI of 1860 and having its registered office at Anushandhan Bhawan, 2, Rafi Marg, New Delhi 110 001.

Darrang College, an affiliated college of Gauhati University, Assam, is a premier institution of higher education in the North-East India situated in Tezpur. The college provides quality education offering HS, Bachelor and Masters Degrees. The institution has already been reaccredited by NAAC (National Assessment and Accreditation Council) and has been accessed by National Institution Ranking Framework (NIRF) by the Ministry of Human Resource Development. The college was awarded Star College status and a Biotech Hub by Department of Biotechnology (DBT), New Delhi. The college has been receiving grants from different funding agencies. Viz: University Grants Commission, Council of Scientific and Industrial Research, Department of Biotechnology, etc.

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Both **CSIR-NEIST** and **DC** shares a common desire to explore, extend and strengthen the functional relationship between College and National Scientific Institutes. **DC** and **CSIR-NEIST** in order to share the facilities and expertise available in each other's institution herewith sign a Memorandum of Understanding.

2. PURPOSE AND OBJECTIVES:

The purpose of this Agreement is to promote cooperation in scientific education and research between Darrang College and CSIR-NEIST. The mutual collaboration will enable the utilization of each other's strengths in teaching and research, which in turn, will mutually benefit the students and faculty members of both the organizations and to create a framework for such a platform of collaboration.

3. AREAS OF CO – OPERATION:

- a) To establish a close linkage and functional coordination between **CSIR-NEIST** and **DC**.
- b) To recognize **CSIR-NEIST** as partnering research institute of **DC**.
- c) To facilitate the Bachelors/Masters students of Darrang College to conduct project works in CSIR-NEIST under the supervision of the faculty members of CSIR-NEIST/joint supervision of the faculty members the both institutes.
- d) To consider the **CSIR-NEIST** professional as accredited supervisor/guide/instructor for **DC** teaching and research programme and vice versa.
- e) To facilitate joint seeking of funds and conduct of research, submission of projects for research and development in the fields of mutual interest, exchange of visiting research scholars.
- f) Opportunities for faculty and staff development and exchange through training programmes.
- g) To facilitate creation/development of new experimental and research/training facilities through mutual co-operation of **CSIR-NEIST** and **DC** through exchange of experts, etc.
- h) On the mutual agreement, specialized and short duration refresher courses/training programmes on the topics of interest to the industry/academia can be jointly offered at **CSIR-NEIST** or **DC**. The resources for such activities shall be shared.

IP

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- i) To facilitate other form of cooperation like hosting conferences, seminars, etc. mutually agreed between **CSIR-NEIST** and **DC**.
- j) Any intellectual property arising out of the joint intellectual input under a collaborative R&D project will be held jointly, filing and maintenance cost of which shall also be shared equally. The responsibility of filing and maintaining the intellectual property shall be vest with **CSIR** on a case to case basis. However, in the event of licensing of the IP for commercialization by **CSIR-NEIST** or **DC** to any third party, the terms of such release will be decided mutually and the release will be covered by a separate agreement and also money accrued will be shared between **CSIR-NEIST** and **DC** at a proportion to be mutually decided from case to case basis after deducting the cost of patenting borne by CSIR on behalf of **DC**. In case **DC** does not want to be a party to the intellectual property, Director, **CSIR-NEIST** shall take an appropriate decision regarding its filing and utilization. **DC** shall not file any application for seeking Intellectual Property Rights on its own name or in the name of its associates or any other person on any matter relating to the information gathered/disclosed to it by **CSIR-NEIST**.
- k) **CSIR-NEIST** and **DC** shall consult each other for any publication in respect of any project/course work, These publications shall be in the name of research worker, wherein resource persons of both the institute will be duly acknowledged.
- l) To facilitate the students of **DC** for experimental work at **CSIR-NEIST** in selected areas.
- m) To take care of accommodation facilities of **CSIR-NEIST** professionals by **DC** and vice versa.
- n) Any expenditure incurred through the joint programmes will be borne as per mutual agreement.

4. ROLE OF CSIR-NEIST, JORHAT:

- a) To provide infrastructural and relevant facilities for the successful realization of the above mentioned objectives.
- b) To facilitate the organization of different programmes in the Institute premises through mutual discussion.
- c) The students and faculty members of Darrang College to access the library and instrumentation facility of CSIR-NEIST.



5. ROLE OF DARRANG COLLEGE:

- a) To provide infrastructural and relevant facilities for the successful realization of the above mentioned objectives.
- b) To facilitate the organization of different programmes in the Institute premises through mutual discussion.
- c) The students and faculty members of CSIR-NEIST to access the library and instrumentation facility of Darrang College.

6. RESULTS OF COLLABORATION:

- a) Data generated from the activities under the MoU shall be shared amongst the party members involved in the Parties' collaboration without any delay, for archiving, analysis and preparation of scientific documents (report, paper etc).
- b) The intellectual property that is [knowhow / process / design / technique / patents / copyrights] generated under the MoU shall be jointly owned by **CSIR NEIST** and **DC**; the extent of ownership shall be decided mutually depending upon the relative inputs [intellectual / technical / financial / physical] made by the parties hereto to the activities under the MoU.
- c) The procedural formalities for securing and maintaining the intellectual property rights [patents / trademark / copyright] if any, shall be the responsibility of **CSIR- NEIST** and **DC**. The question of whether or not intellectual property right should be secured shall be mutually decided.
- d) The parties shall consult each other for any publication in respect of the MoU. These publications (papers, reports etc.) shall be in the name of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaboration between the parties.

7. CONFIDENTIALITY:

- a) Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means

any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.

- b) Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.
- c) Each Party agrees to make confidential information available only to those employees and students who require access to it in the performance of this MoU, and to inform them of the confidential nature of such information and their obligation to project such confidentially. Each Party shall exert reasonable efforts, no less than the protection given its own confidential information, to maintain such information in confidence.
- d) Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.
- e) The obligation of confidentiality hereunder shall carry on in force for a period of Three (3) years from the termination or expiry of this MoU.
- f) Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.
- g) Disclosing Party may demand the return of the Confidential Information (a) at any time by giving written notice, (b) on expiry of terms of Disclosing Party or (c) termination of services of Disclosing Party giving written notice to Receiving Parties. Within seven (7) days of receipt of such demand of Disclosing Party, Receiving Parties shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement to the satisfaction of Disclosing Party and provide a certification to the Disclosing Party that such Confidential Information has in fact been destroyed.

8. REVIEW AND TERMINATION:

- a) This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.
- b) This MoU will be renewed based on mutual consent.
- c) Either party shall be entitled at any time at its absolute discretion to terminate this MoU by giving at least three (3) months prior written notice to the other party. Such termination shall not affect the implementation of the activities established under this MoU prior to the effective date of the termination.
- d) Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.
- e) Any disputes arising out of the arrangement shall be settled by mutual negotiation between two parties.

9. VARIATION AND MODIFICATION

This MoU may be varied or ammended by agreement in writing and signed by both Parties.

10. DISPUTE RESOLUTION

The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.

Any dispute arising out of or in relation to this MoU shall be settled by the parties amicably through mutual consultations and negotiations. Except as herein before provided, all disputes arising out of or in connection with this agreement shall be referred the Arbitration Centre, Guwahati High Court, Guwahati. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be in Guwahati and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act 1996 (as amended from time to

time). Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

The language of arbitration proceedings will be English only

- a) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b) The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

The parties have jointly signed/executed this Memorandum of Understanding in two copies on date and year written above.

[Signature]

For and on behalf of CSIR-NEIST

Name: Dr G. Narahari Sastry

Designation: Director

CSIR-NEIST, Jorhat

Seal:



[Signature]

For and on behalf of Darrang College

Name: Dr Joysankar Hazarika

Designation: Principal

Darrang College, Tezpur

Seal:

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Principal
Darrang College, Tezpur

Place: JORHAT

Date: 21.10.2020

Witness:

1. DR. JATIN BALITA

[Signature]

2. *[Signature]*

Place: JORHAT

Date: 21.10.2020

1. *[Signature]*

2. *[Signature]*

