# MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**



# National Institute of Electronics & Information Technology, (NIELIT), Ropar

and



CSIR- Central Scientific Instruments Organisation Sector 30 C, Chandigarh – 160030 This Memorandum of Understanding (MoU) is entered into on the 23<sup>rd</sup> day of May 2025 (Two Thousand and Twenty-Five) at CSIR-CSIO Chandigarh.

This Memorandum of Understanding (MoU) sets for the terms and understanding between:

### BY and BETWEEN

- : (i) Council of Scientific & Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860) having its Registered Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001 through its constituent laboratory Central Scientific Instruments Organisation (herein-after referred to as 'CSIR-CSIO') represented by the Director, having its office at Sector 30C, Chandigarh-160030.
- (ii) National Institute of Electronics and Information Technology, Ropar (NIELIT, Ropar), an Autonomous Scientific Society of Ministry of Electronics & Information Technology (MeitY), Government of India, and Deemed to be University under Distinct Category, with its campus located at Village Bada Phull, Rupnagar, represented by Executive Director, NIELIT Ropar.

#### 1. Preamble

#### CSIR-CSIO

CSIR-CSIO is a premier R&D organization engaged in undertaking research, design and development of scientific & industrial instruments. CSIR-CSIO is also a participating lab for M. Tech and Ph. D program under Academy of Scientific & Innovative Research (AcSIR).

#### NIELIT

National Institute of Electronics & Information Technology (NIELIT), an autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programs in the state-of-the-art areas. NIELIT is one of the National Examination Body in the field of Computers and Electronics Domain.

NIELIT Ropar/Chandigarh, the 2<sup>nd</sup> oldest Centre of NIELIT, was established in 1978 as Regional Computer Centre (RCC), with the primary objective of starting automation and digitization of government organizations, boards & PSUs in the Northern Region and creating a highly skilled pool of human resources in the field of Information Technology.

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NIELIT is now a Deemed to be University under Distinct Category with Ropar as its main campus and 11 other constituent campuses at Ajmer, Agartala, Aurangabad, Calicut, Gorakhpur, Imphal, Itanagar, Kekri (Ajmer), Kohima, Patna and Srinagar.

## 2. Areas of Common Interest

Both the Institutes have agreed today, the 23<sup>rd</sup> day of May 2025 to enter into a scientific collaborative understanding on the terms and conditions enumerated in this MoU.

For the purpose of this MoU, the general areas of interest common to both organizations are mentioned below. CSIR-CSIO, Chandigarh and NIELIT Ropar (both also referred as institutes/institutions) shall seek to promote:

- i. Co-operation and promotion of teaching and research in areas of mutual interests.
- ii. Facilitation and submission of joint R&D proposals to various national and international funding agencies as per available expertise.
- iii. Sharing of graduate programmes, know-how and resources and collaboration between students & faculty for training, internship and thesis work.
- iv. Conducting joint technical events, workshop, symposium and international conferences in the mutually agreed areas of science & technology
- v. Exchange visits of faculty and staff for the purpose of research, expert lectures, teaching and administration with prior approval from both the institutions.
- vi. Nomination of Examiners, Reviewers for each other's students' evaluation
- vii. Research collaboration for joint degree programmes in the areas of mutual interests as per the prevailing norms of both the institutes.
- viii. Utilization of research facilities and expertise at special usage charges as agreed by both the parties.
- ix. Any other appropriate mode of interaction/collaboration agreed upon between CSIR-CSIO and NIELIT and will be undertaken with appropriate written agreements when necessary.

### 3. Areas of Cooperation

The areas of cooperation will be defined and modified from time to time by the Coordination Committee setup for the purpose.

The identified areas of cooperation / activities under this MoU will include:

- Staff exchange activities covering visits to either institution for any of the following purposes:
- ii. Training of students on facilities at both institutes subject to availability of resources.
- iii. Permissible exchange of scientific information and research & library resources for academic purposes.

- Submission of Joint Research Project as per available expertise to funding agencies.
- Organization of joint events such as seminars, workshops, conferences,
- vi. Exchange of students for one or more semesters for course work and projects with the possibility of transfer of credits as per the norms of the institutions.
- vii. Nomination of Examiners, Reviewers for each other's students' evaluation
- viii. Any other appropriate mode of interaction/collaboration agreed upon between CSIR-CSIO and NIELIT and will be undertaken with appropriate written agreements when necessary.

# Implementation of Cooperation / Coordination Committee

Implementation of cooperation based on this MOU shall be dealt with between the relevant Faculties and Divisions/ Departments of both Institutions. Wherever necessary, a specific plan shall be worked out for each activity setting for the detailed arrangements for collaboration. Such plans shall be subject to approval of the appropriate authorities of each institution. To facilitate development of such plans, each institution shall nominate its staff to coordinate activities arising under this agreement.

The following will constitute the Coordination Committee to monitor and review the collaborative program between the two institutions:

- i. Director, CSIR-CSIO or his nominee(s)
- ii. Executive Director, NIELIT or his nominee(s)
- iii. Coordinators from NIELIT Ms. Anita Budhiraja, Scientist 'E'
- iv. Coordinators from CSIR-CSIO Dr. Satish Kumar, Chief Scientist

The coordination committee shall

- Consider new R&D proposals for joint collaboration, its implementation, financial arrangements.
- Review the identified programs and consider the modification in the areas of cooperation between two Institutes.
- Consider the continuance of the MoU.

# Protection of IPR

 $\ensuremath{^{\text{In}}}\xspace$  broad terms, the IPR issues will be based on the following:

All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by CSIR-CSIO and NIELIT.

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- ii. CSIR-CSIO and NIELIT shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation, any such publication proposal, shall be deemed approved in the event there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of a content(s) of such a publication, both parties agree to suitably modify/amend the content there of in order to avoid disclosure of confidential information or patentable material. In any case, a party may delay publication till a period of ninety (90) days or the filing of a provisional application whichever earlier. CSIR-CSIO and NIELIT shall confer and consult each other regarding preparing, filing prosecuting, maintaining of Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work.
- iii. CSIR-CSIO and NIELIT shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged/shared between the parties for joint research/supervision will not be transferred to third party without consent of the parties.

#### **Terms of Collaboration**

- i. CSIR-CSIO and NIELIT agree to enter into collaboration on research & development, faculty and student exchange with pre-defined objectives, scope of work and mutual obligations, terms & conditions, financial arrangements. Intellectual Property Rights and similar contractual obligations.
- ii. In so far as any third party is concerned, this MoU will be valid only when a letter from both parties is enclosed specifically expressing concurrence and an officer identified by name representing respective institutes and responsible for the specified project.
- iii. In case either party wins a joint consultancy project by projecting this MoU, a liability is created immediately in respect of royalty/premium due to either party. Either party shall concur with the liability. The exact amount of liability will be arrived at after mutual consent by both the parties based on DST/DSIR/CSIR/MHRD guidelines.
- iv. In case either party decides to permit use of its equipment, facilities, manpower to the other for executing a project, the scope of such a project, cost estimates of the project, modalities of payment and all other related aspects would be worked out jointly by CSIR-CSIO and NIELIT through separate proposals as per DST/DSIR/CSIR/MHRD guidelines.
- v. Participating Staff and Students involved in any activities under this MoU must adhere to laws of the country and rules & regulations of the host institutions.
- vi. Ownership of any joint research findings shall be vested in both parties through this MoU and any publications regarding the same shall only be possible after prior approval from both parties.

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## Disclaimer

7.

This MoU is not intended by CSIR-CSIO and NIELIT to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership or formal business organization of any kind. Each party here to shall act as an independent entity and neither shall act as an other party.

### Non-exclusive

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both the parties can enter into cooperative arrangements with other parties to suit their organizational needs.

# 9. Confidentiality

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

### 10. Period of Validity

The MoU would be valid for a period of <u>five (05) years</u> from the date of signing by the parties. At the end of validity period of the MoU, a fresh MoU with similar/modified terms may be considered for the renewal.

#### 11. Reviews

The MoU shall be reviewed periodically by both the parties and additions/deletions can be done with mutual consent.

#### 12. Termination

The MoU can be terminated by either party after giving one month's written notice to the other party subject to fulfillment of commitments already agreed upon. Provisions of this MoU shall continue to apply to ongoing activities until their completion.

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### Arbitration

13.

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India.

In case of non-resolution of differences through mutual consultation, within ninety (90) days of the written notice of its existence given by either party to the other, then the matter shall be referred by either party to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) for resolution and the dispute or difference shall be resolved in accordance with the DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018, which is deemed to be part of this agreement. The language of the Arbitration shall be English.

### SEAL OF PARTIES

The undersigned, duly authorized, have signed this Memorandum of Understanding at CSIR-CSIO Chandigarh on 23rd day of May, 2025. It has been executed in two copies which are equally valid. One copy is retained by CSIR-CSIO and other by NIELIT.

2 stesty (Prof. Shantanu Bhattacharya)

Director CSIR-Central Scientific Instruments Organisation

CSIR-CSIO

Sector 30-Chandigarh 160030 030 (भारत Sector 30-C, Chandigarh - 160 030 (India)

Witness

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(Deepak Wasan)

**Execustive Director** 

(NIELIT Rop EXECUTIVE DIRECTOR

Permanent Campus, Bकार्बकीमी निदेशक

Rupnagar-14099 ELIT CHANDIGARH

नाइलिट चण्डीगढ Witness

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