



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed at Board Room of MNIT Jaipur on 13th August, 2021 between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

JINDAL STAINLESS (HISAR) LIMITED, having its campus, O P Jindal Marg, Hisar (hereinafter referred to as **JSHL** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

Whereas

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

JINDAL STAINLESS (HISAR) LIMITED is a leading Company in the field of manufacturing of Stainless Steel (SS), also engaged in research and training in the domains of SS, the green metal and overall protection of environment.

Have agreed as follows, recognizing the importance of establishing a close cooperative relationship between the two Parties, covering, without being limited to, the field of sustainable development research with emphasis on materials and catalysis, with a view to the further development of both organizations.

1. Exchange of Research Personnel

Both Parties will exchange personnel in the fields of mutual interest. The number of personnel to be dispatched, the purpose, time and period of dispatch, and other terms and conditions thereof shall be decided on a case by case basis after mutual consultation.

2. Exchange of Technical Information

Technical information in reproduced form such as periodicals, books, non-proprietary reports and other references shall be furnished when specifically requested by each Party.

3. Promotion of Joint Research

- a) Research activities including the constitution of joint international laboratory, will be conducted and promoted jointly when the staff of each organization including their associated institutes finds it mutually beneficial.
- b) The subject and content of such activities will be discussed and reviewed in advance through mutual consultation before reaching written agreements including intellectual property rights and financial arrangements, it being understood that, except as provided otherwise, each Party shall bear its own costs incurred in connection with the mutually agreed activity.
- c) The Parties will have regular meetings at least once a year to review the state of cooperative research activities, to discuss new possible subjects for future cooperation, to decide on the venue of joint seminars and on the implementation of joint cooperation on priority subjects. Each party will designate a secretary to help collaboration and further communication.

4. Confidentiality and Intellectual Property

- The Parties undertake to treat all information communicated under this agreement or their collaboration as strictly confidential and not to disclose the received information to third parties.
- Each of the Parties undertakes to promptly report all results jointly obtain under this agreement to the other Party.
- Unless otherwise agreed in a separate agreement, the results jointly obtain under this agreement shall be the joint ownership of the Parties in proportion of their respective contribution.
- The Parties shall agree on the protection of the joint results, including the choice of territories, the share of the expenses of the patent applications and preservation solution of the patents and the appointment of the Party in charge of the protection and exploitation of the joint project results. With regard to any decisions involved patent protection, the appointed Party shall consult the other Party and keep inform the other Party on patent prosecution.

5. Commercials:

- Both the Parties shall work out commercials with respect to each individual work plan separately. In no case any financial or academic liability on one party would be transferrable on the other party.

6. Effective Period of This Memorandum

- The effective period of this agreement shall be **Three** years starting from the date of signing. In the event one of the Parties desires to extend the effective period, it may be extended after mutual consultation and agreement. The Parties intend to the date of signature to make every effort to meet at least once a year.

7. Terminations:

- In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three month notice in writing sent by registered post or Speed Post or Courier.
- Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:
 - i. Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
 - ii. Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
 - iii. Any of the parties are guilty of any conduct which legally is prejudicial to the contracts interests.
 - iv. No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the other Party.

8. Indemnity:

Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

In witness thereof the parties have set their hands and seal on the day month and year first written.

For

**Malaviya National Institute of Technology,
Jaipur**


**Prof. Udaykumar R Yaragatti
Director MNIT Jaipur**

Name and designation of signatory

Witness:

1) Prof. APS Rathore ,
Dean, International Affairs

2) Dr. Amar Patnaik
Associate Dean, International Affairs

For

Jindal Stainless (Hisar) Limited


**Mr. Vijay Kumar Bindlish
Senior Vice President (JSHL)**

Name and designation of signatory

Witness:

1) Mr. Ashok Rana
Vice President (JSHL)

2) Mr. Praneet Kumar
Associate Vice President (JSHL)