

Memorandum of Understanding

Between



Malaviya National Institute of Technology Jaipur, Rajasthan

Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan - 302017

and



Nuclear Fuel Complex, Department of Atomic Energy, Govt

ECIL Post Office, Hyderabad - 500062, Telangana

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the MoU) is entered into on this ... by and between the President of India acting through the Chief Executive, Nuclear Fuel Complex (NFC), a Constituent Unit of Department of Atomic Energy (DAE), Government of India (hereinafter called "NFC" which expression shall mean and include its successors in interests and assigns) on the **ONE PART**;

AND

Malaviya National Institute of Technology (MNIT), Jaipur under the administrative control of Ministry of Education, Government of India, and acting through its Director (herein after called the "**Institute**" which expression shall mean and include its successors in interests and assigns) on the **OTHER PART**.

1.0 Preamble:

1.1 **Nuclear Fuel Complex (NFC)** is a premier National Industrial Unit under the Department of Atomic Energy (DAE) with the primary mandate of producing nuclear structural materials and other materials of national interest required for the country's Nuclear Power Programme. NFC has a large pool of scientists & engineers in Nuclear Materials, Metallurgy, Plant Automation, Chemistry, Electronics, Instrumentation and Engineering disciplines. NFC is interacting closely with Universities and other Academic Institutions for promotion of research in the fields of Nuclear Sciences, Electronics, Instrumentation, etc. Apart from this, NFC is also extending training/ dissertation/project work for the students of Universities for their partial fulfillment of their courses.

1.2 **Malaviya National Institute of Technology (MNIT)** is a premier Institute of national importance in engineering, technological and science education, and in basic applied research.

2.0 Scope and objectives:

2.1 NFC being an industrial production and R&D agency, has generated lot of data which is advancement in the Nuclear Metallurgy & Materials Science, which can be used for further research and pursuance of higher degree. Therefore, NFC encourages its scientists to pursue research leading to various degrees viz. M.Tech., Ph.D and D.Sc., on a topic relevant to its production activities. This MoU would help scientists to get involved for further research through enhancement of knowledge available in Institute.

2.2 NFC's professional experience in the field of Nuclear Science & Technology can be shared with the students of the Institute in the form of lectures, mentoring of research scholars and NFC Studentship Programmes aimed at optimum utilization of resources available with NFC.

2.3 Similarly, the Institute is an academic institution of eminence created by the act of Parliament of India, possess ... academic Departments and more than ... Centers of Excellence with specializations in fields of Energy, Transportation, Materials, Manufacturing, Quality Assurance, Computational Methods, Electrical and Electronics, Business, Humanities, among many others and with academic programs at Bachelor's, Master's and Doctoral levels.

2.4 In pursuance of the above objectives, the Parties hereto have agreed to create a long term partnership in Research, Education and Training including undertaking of collaborative Research in the areas of mutual interest supported by funding through

the respective institutions according to the broad framework set forth in this Memorandum of Understanding (MoU) to facilitate advancement of knowledge on the basis of reciprocity based efforts, mutual benefits and regular interactions and monitoring in the following modes of collaboration, within the framework of the rules and regulations of the respective Parties to this MoU:

- (a) exchange of information on Research, Teaching, Learning materials and other literature relevant to the educational and research programs envisaged under this MoU such as Nuclear Science & Technology which includes Metallurgy / Material sciences, Analytical chemistry, Electronics, Instrumentation, Quality Control, Nondestructive Testing, Plant Automation, etc to name a few.;
- (b) joint proposals and engagement in research or training programmes while extending invitations to each others personnel / faculty to participate therein;
- (c) exchange on reciprocal basis, student / personnel at under graduate, graduate, doctoral levels for specified periods for the purposes of education and/or research;
- (d) providing opportunities for the personnel of both the Parties and the students to use to the maximum, the expertise and facilities available in both the Organizations through training and through exchange of thoughts and research results, academic research and training materials, etc.; and

3.0 Duration of MoU, Extension and Termination:

- 3.1. This MoU shall be valid for a period of 5 (five) years from the date of its signing.
- 3.2. This MoU may be extended for a further period of up to 5 years by mutual consent which will be in writing.
- 3.3. This MoU may be terminated by either Party by giving a written notice of not less than 3 months prior to the desired termination date to the other Party by mutual consent. However, both Parties agree that notwithstanding the termination, all continuing obligations to students, scholars, staff/ personnel of both Parties, funding bodies or other entities under this MoU shall be met in full, subsequent to the notice of termination.
- 3.4. The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to by the Parties prior to the notice of termination.
- 3.5. The termination of this MoU shall not invalidate any of the actions taken by either Party in good faith under the force of this MoU prior to such notice of termination.

4.0 Amendment/Modification:

No amendment to, or modification of, this MoU may be made except by written mutual consent between the Parties.

5.0 Duties and Responsibilities of NFC:

- 5.1 NFC will permit the exchange of resource personnel between NFC and the Institute for specialized lectures and practical demonstrations. NFC will offer services to the Institute based on mutual understanding, without any honorarium or compensation of any kind.

- 5.2 NFC will invite teachers and students from the Institute for participation in various Seminars / Symposia / Workshops in NFC, Hyderabad. No registration fee will be charged upto five participants approved by the Institute authorities.
- 5.3 NFC will facilitate participation of M.Sc., M.Tech. & M.Sc. Tech students in the Studentship Programme with stipend at the rates prescribed and notified by NFC from time to time.
- 5.4 NFC will facilitate participation of B.E./B.Tech. (Electronics & Instrumentation, Materials Science & Metallurgical, Civil, Mechanical and Electrical) and M.Sc./M.Tech students of the Institute to pursue their project work in NFC's Laboratory/Field areas ranging from one month to two months duration. A certificate of participation will be issued to such students.
- 5.5 NFC will offer core samples and facilities in the core library at NFC, Hyderabad to research scholars of the Institute for pursuing research, if desired for joint investigations, subject to the provisions of the Confidentiality and Non-Disclosure Agreement referred to in para 8.1 hereinafter as well as the Atomic Energy Act, 1962 and the Rules made thereunder.
- 5.6. NFC will encourage the Institute to take up research and development projects of NFC's interest, funded by / through the Board of Research in Nuclear Sciences (BRNS), an advisory body of the Department of Atomic Energy, Government of India, in which NFC will offer its scientists / engineers to act as Principal Coordinators. NFC will not, however, be involved in any manner in procurement of specialized/specific equipment for any BRNS project, which has to be managed in accordance with the BRNS guidelines stipulated for Principal Investigators (PI). NFC also will not have any role in financing of such projects by BRNS and the same will be governed by BRNS rules and guidelines.
- 5.7 NFC will provide the knowledge based services of its scientists for evaluation of Graduate, Post-Graduate students and Ph.D. scholars if required, as per the rules of the Institute.
- 5.8 NFC will identify internal supervisors in NFC for the officer / staff who qualify for registration of Ph.D./D.Sc. in the Institute. The Internal supervisor will be in addition to the Institute supervisor for carrying out research and such internal supervisor identified by NFC shall be approved by the Institute following the rules of the Institute.
- 5.9 NFC shall not use Institute's name, logo, etc., for the purpose of publicity through any public media like press, radio, television, internet etc. without the prior written permission from the Institute authorities. This clause also mutatis mutandis apply to the scholars, students, contractors, sub-contractors, consultants, advisors, etc. of the Institute and the Institute shall be vicariously liable for any breach of this condition by any of these functionaries, in addition to these functionaries being individually liable for such breach.
- 6.0 Duties and Responsibilities of the Institute:**
- 6.1 The Institute will permit the exchange of resource personnel between NFC and the Institute for specialized lectures and practical demonstrations. The Institute will offer services to NFC without any honorarium or compensation of any kind on mutual understanding basis.

- 6.2 The Institute will recognize NFC as a Research Centre to pursue research leading to M.Tech./Ph.D./D.Sc. NFC scientists who prefer to pursue research in the Institute will be given relaxation, as may be possible, from the mandatory course work as prescribed by the Institute. Such scholars will be permitted to utilize laboratory facilities, library and online resources of the Institute.
- 6.3 The Institute will furnish to NFC, a copy of the Ph.D. thesis submitted by the research scholars who have used the facilities of NFC under this MoU.
- 6.4 The Institute will arrange lectures on specialized subjects to trainees of BARC Training School as well as the scientists/engineers and staff of NFC/DAE, as and when requested by NFC.
- 6.5 The Institute will offer their services to NFC in technical review of research papers and teaching materials for trainees.
- 6.6 The Institute will consider expertise available in NFC for the nominations in academic and scientific committees of the Institute for the advancement of science.
- 6.7 The Institute will also consider participation of NFC's Scientists / Engineers in National level research projects undertaken by the Institute, for mutual benefit. NFC will not, however, participate in any consultancy projects which involves monetary benefit to the Institute or of commercial nature.
- 6.8 The Institute will extend necessary and possible support to the public outreach programmes of DAE for propagating ideas of "**Safe and Clean Nuclear Energy in India**".
- 6.9 The Institute will invite NFC scientists / engineers for workshops, special lectures, seminars, etc. on subjects of mutual interest. No registration fee will be charged for such events from NFC up to five participants from NFC.
- 6.10 The Institute personnel shall comply with all the requirements, rules and regulations of NFC including safety, health, security, access and operational practices, when they are in NFC.
- 6.11 The Institute shall not use NFC's/DAE's name, logo, etc., for the purpose of publicity through any public media like press, radio, television, internet etc. without the prior written permission from NFC / DAE authorities. This clause also mutatis mutandis apply to the scholars, students, contractors, sub-contractors, consultants, advisors, etc. of the Institute and the Institute shall be vicariously liable for any breach of this condition by any of these functionaries, in addition to these functionaries being individually liable for such breach.

7.0 Financial and other Obligations:

- 7.1 This MoU does not commit any specific financial obligation or liability on either Party. Each Party shall be responsible for its own costs in connection with all matters relating to the collaborations under this MoU except to the extent specifically mentioned in this MoU. All the expenses on implementation of the programmes under this MoU incurred / to be incurred by the Parties such as travel expenses, personal expenses, per diem, expenses on accommodation, health etc. shall be borne by the respective Party. However, in case of invited lectures, all such expenses of the invitee shall be borne by the inviting host party. In case of external funding of any programme, under this MoU, is considered necessary, either Party, by mutual consultation, may explore the same.

- 7.2 Nothing in this MoU constitutes or shall construe a Party as the partner, agent, employee or representative of the other Party. A Party to this MoU must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or to incur any obligation on behalf or pledge the credit of, the other Party without the prior written approval of the other Party.

8.0 Confidentiality and Non-Disclosure of Information:

- 8.1 The Parties to this MoU agree that in general, there is no intention to share any confidential information or proprietary information in any collaboration under this MoU. At the same time, all information and documents to be exchanged pursuant to this MoU will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purpose other than that specified without the prior written consent of the other party.
- 8.2 It is further agreed that in the event of any need to share or disclose any such information for the purpose of implementation of the programmes under this MoU, all such information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect of any intellectual property right of the other party.
- 8.3 Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provision of this MoU will not be transmitted to any third party, unless otherwise agreed to by the parties in writing and unless due approval of the competent authority in NFC is specifically conveyed in writing.
- 8.4 The provisions of this clause shall continue to be in force even after expiry or termination of this MoU, except to the extent of information as may be brought in the public domain by way of lawful publication of research results, etc.
- 8.5 Any contravention of the "Restricted information" categories under Section 18 of the Atomic Energy Act, 1962 and "Official Secrets" under Section 5 of the Official Secrets Act, 1923 and rules made thereunder by the students / scholars and employees of the Parties or by any contractor, sub-contractor, consultant, advisor or the employees of the contractor/Agency will invite penal consequences under the aforesaid legislations. This clause shall also *mutatis mutandis* apply to the scholars, students, contractors, sub-contractors, consultants, advisors etc. of the Institute and the Institute shall be vicariously liable for any breach of this condition by any of these functionaries, in addition to these functionaries being individually liable for such breach.

9.0 Indemnification in case of Liabilities:

In case of any accidental death or injury or loss, including loss of property, of any kind to the students/scholars/employees of each Party or to any other person engaged by either Party for the purposes of this MoU while in the premises of the other Party / or during joint field traverses, neither Party nor its employees shall have any liability to the other Party or towards such students/scholars/employees.

10.0 Co-ordination and Monitoring:

Both NFC and the Institute will nominate and designate one person each from the respective Party who will be responsible for the co-ordination and implementation of this MoU. A joint committee comprising two members from each Party and the

coordinators so nominated shall monitor the academic benefits to both the institutions and progress of the achievements during the implementation of this MoU and shall recommend the further course of action from time to time. The Committee shall meet at least twice in a year or more number of times as may be required.

11.0 Intellectual Property Rights:

- 11.1 Each Party acknowledges that the Participating Researchers may engage only in general, collaborative activities involving basic, non-proprietary research during exchange visits under this MoU. The Parties do not intend for the Participating Researchers to create or develop new intellectual property as a result of such visits. If intellectual property is created or developed by Participating Researchers under this MoU, the Parties will negotiate in good faith to resolve the issues including but not limited to ownership, responsibility for patent or other statutory protection and licensing.
- 11.2 If specific collaborative research Projects are identified by either Party, the same shall be decided by mutual discussions. In such an event, the Parties to this MoU shall enter into a separate written agreement ("Specific Collaborative Research Project MoU") before commencing any research activity, setting forth therein all the requirements, each Party's contributions, deliverables and commitments. Such Specific Collaborative Research Project MoU will also delineate the Parties' rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each Party shall inform its Participating Researchers that they are responsible for reporting to their respective Coordinating officer regarding any proposed specific collaborative research projects that may arise from their visits and their interactions with one another under this MoU, prior to initiating projects or applying jointly for external funding for such projects. Each Party also shall inform its Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing institutions regarding the disclosing and handling of intellectual property and developed technologies that may arise under this MoU or under any Specific Collaborative Research Project MoU.

12.0 Jurisdiction of Courts:

- 12.1 The Courts having jurisdiction at **Jaipur** and the Honorable High Court(s) for the State(s) of **Rajasthan at Jaipur** shall have the exclusive jurisdiction on matters arising out of this MoU.

13.0 Arbitration:

- 13.1 Notwithstanding clause 12.0 hereinabove, any differences of opinion, disagreement or dispute arising out of or in the course of implementation of this MoU, shall be amicably settled by mutual discussions between the Heads of both the Parties to this MoU. In the event no settlement could be arrived at by mutual discussions as above, the differences of opinions, disagreement or dispute shall be referred to the sole Arbitration of an Arbitrator appointed by the Secretary, Government of India, Department of Atomic Energy **with due consultation of Director, MNIT Jaipur**. The award of the Arbitrator shall be final and binding on the parties to this MoU.
- 13.2 Performance under this MoU shall not be or stand suspended or terminated due to initiation or continuation of any arbitration proceeding and no payment due under this MoU to any Party shall be withheld unless such payment constitutes the subject of such arbitration proceedings. **The venue of arbitration shall be such as the arbitrator may determine with consultation of both the parties.**

Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

- 13.3 In this clause the expression "Secretary, Government of India, Department of Atomic Energy" includes, if there be no such Secretary, Government of India, Department of Atomic Energy the officer who is for the time being the Administrative Head of the Department of Atomic Energy, whether in addition to other functions or otherwise.

14.0 Force Majeure:

Neither of the Parties hereto shall be considered in default in performance of the obligations hereunder, if such performance is prevented or delayed because of any act of God or caused by reasons beyond the reasonable control of such Party and in such an event, the agreed time of completion of obligation under this MoU shall stand extended by a period equal to the period of delay so caused.

Nuclear Fuel Complex  Signature: Name: Dr. Komal Kapoor Designation: Chief Executive	For Malaviya National Institute of Technology Jaipur  Signature: Name: Prof. Narayana Prasad Padhy Designation: Director
Witness:  Signature: Name: Dr. Sunil Goyal Designation: Sr. General Manager	Witness:  Signature: Name: Designation: Dr. Parvankhaila, AD.(CAA)
Witness:  Signature: Name: Mr. G.N. Ganesha Designation: ASST. General Manager	Witness:  Signature: Name: Designation: Prof. R.K. Goyal, HOD, MMIT