

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is executed on this 8th day of April 2019 at Delhi.

Between

GLA University, Mathura, (hereinafter referred to as “**GLAU**” which expression shall include its successors and permitted assigns), through its Registrar, presently Mr. Ashok Singh, who is authorised to execute these presents, of the **FIRST PART**.

And

Shriram Institute For Industrial Research, (a unit of Shriram Scientific and Industrial Research Foundation, a Society registered under the Societies Registration Act XXI of 1860) having its office at 19, University Road, Delhi – 110007, (hereinafter referred to as “**SRI**”), through its Director, presently Dr. K.M. Chacko, of the **Other Part**.

GLAU and SRI are herein individually referred to as a “**Party**” and jointly as the “**Parties**”.

Whereas, sharing a common desire to explore, extend and strengthen their functional relationship, GLAU and SRI do hereby agree to explore the feasibility of collaborating in certain areas of mutual interest on mutually agreed terms which they hereby record in this Memorandum of Understanding :-

NOW THEREFORE this MOU witnessed as under:-

1. OBJECTIVES

- a) SRI and GLAU shall explore possibilities of submitting joint research proposals to various Government and other sponsoring agencies, based on prior understanding and agreement on the following :
 - i. Areas of research in which the project is to be submitted.
 - ii. Principal Investigator.
 - iii. Sharing of Revenue and costs.
 - iv. Sharing of the intellectual property rights arising from the project.
 - v. Authorship of publication in journals arising out of work done for the project.
 - vi. Any other aspect that requires mutual agreement.
- b) GLAU and SRI may carry out collaborative research and development projects in an expeditious manner.
- c) GLAU and SRI may jointly organize Seminars, Conferences and Workshops in different scientific fields of mutual interest time to time.

2. OBLIGATIONS OF GLAU AND SRI

- a) Jointly identify research areas and topics, and prepare and submit research proposals to the various funding agencies.
- b) Participate in joint technical activities with representatives from GLAU and SRI, and other organizations which may be established to provide technical advice and guidance on issues related to the national needs.


Ashok Kumar Singh
Registrar
GLA University, Mathura (U.P.)



- c) SRI may use the advanced characterization and other facilities of GLAU.
- d) GLAU authorized personnel may use SRI facility for research work (depending on its availability).
- e) The researchers from SRI can register for Ph.D. with GLAU, having one faculty member of the concerned department of GLAU as a main supervisor and another faculty member from SRI as a joint supervisor.
- f) The Ph.D. students studying at GLAU may carry out their work at SRI and if needed a SRI Scientist may be a co-guide.
- g) The scientist of SRI and faculty of GLAU may be invited to deliver lectures on specific topics at seminars.

3. FINANCIAL ARRANGEMENTS

The Parties agree that they will enter into a separate agreement for all financial arrangements which will be necessary to implement the activities as defined in this MoU, depending on the availability of funds.

4. EFFECTIVE DATE AND DURATION

The present MoU shall come into force immediately upon signature by authorized representatives of GLAU and SRI. The MoU shall remain in force for a period of 5 (five) years initially and subsequently can be renewed by mutual consent of both Parties in writing.

5. CONFIDENTIALITY

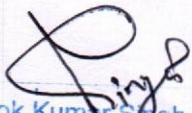
During the tenure of this MoU and five years thereafter the Parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates/successors/ students and teachers to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to the said project under this MoU for any purposes other than in accordance with this MoU.

6. GENERAL TERMS & CONDITIONS

- a) The MoU may be modified by mutual consent in writing between the parties. Modifications will enter into force, immediately after notification.
- b) The validity, interpretation, performance and enforceability of this MoU shall be governed and construed in accordance with the laws in India.
- c) All work undertaken will be carried out by SRI to the best of its ability.

7. TERMINATION

This MoU may be terminated by either Party by giving three (3) months prior written notice to the other Party with / without assigning any reason.


Ashok Kumar Singh
Registrar
GLA University, Mathura (U.P.)



8. INTELLECTUAL PROPERTY

The IPR related issues shall be dealt with by entering into a separate agreement detailing the various IPR issues.

9. FORCE MAJEURE

Either party shall not, in any way, be held liable for non-performance either in whole or in part of this MoU, or for any delay in performance thereof, as a consequence of any strike, lock-out, non-availability of materials, fire, breakdowns or accidents, riots, war, insurrection, or restraints imposed by Central or State Governments, Acts of legislature or by any other authority or by reason of any other causes whatsoever beyond its control.


10. ARBITRATION


Disputes arising between the Parties out of, or in connection with this MoU shall be as far as possible settled amicably. If amicable settlement cannot be reached within 60 (sixty) days from the date of occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the Courts, by arbitration of the Federation of Indian Chambers of Commerce and Industry, New Delhi. The arbitral award shall be final and binding. The arbitration proceedings shall be held at Delhi. This MoU shall be subject to the jurisdiction of Courts of Delhi/ New Delhi only.

IN WITNESS WHEREOF, this MoU has been executed in two copies by the duly authorized representatives of both Parties with each Party holding one copy thereof.

GLA University

Shriram Institute For Industrial Research

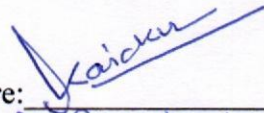
Signature 
By : Mr. Ashok Singh
Designation: Registrar
Ashok Kumar Singh
Registrar
GLA University, Mathura (U.P.)

Signature 
By : Dr. K.M. Chacko
Designation: Director



WITNESS

Signature: _____
Name: _____
Designation: _____
Date: _____

Signature: 
Name: Dr. P.K. Kaicker
Designation: Jt. Director
Date: 08.09.2019

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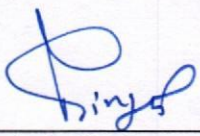
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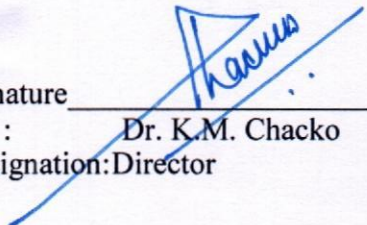
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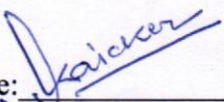
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