## **MEMORANDUM OF UNDERSTANDING**

between

# National Institute of Technology Jamshedpur Jharkhand



and

Advance Tech India Pvt Ltd. Chandigarh



### MEMORANDUM OF UNDERSTANDING

between



### National Institute of Technology Jamshedpur Jharkhand (India)



and

#### Advance Tech India Pvt Ltd

Sco -8, Ajit Enclave, Zirakpur – Kalka Highway Zirakpur Distt- S.A.S Nagar, Punjab-140603

This Memorandum of Understanding (MOU) made on 18<sup>th</sup> December, 2018, by and between National Institute of Technology Jamshedpur and Advance Tech India Pvt Ltd, each a "party" and collectively the parties. The provisions of this MOU shall apply to working of R & D Project Proposals, technical support in setting up labs and resource centers and in implementing live projects by UG, PG and PhD students, other fruitful interaction awarded in conjunction with Advance Tech India Pvt Ltd, National Institute of Technology Jamshedpur collectively.

#### ABOUT THE INSTITUTE

National Institute of Technology Jamshedpur (NIT) is an Institution of National Importance, by an Act of Parliament (Act 29 of 2007) namely, the National Institutes of Technology Act, 2007, which received the assent of the President of India on the 5<sup>th</sup> June, 2007. This was formerly known as Regional Institute of Technology (RIT) Jamshedpur and was established on 15<sup>th</sup> August 1960 with the aim of nurturing young engineers for economic growth of the Nation. NIT Jamshedpur is situated in the western part of the city Jamshedpur. The flowing river Kharkai and picturesque backdrop of low hills on the side, and large tracts of forest on the other side, make the 341.30 acres of rolling campus an ideal place for higher learning and research. NIT Jamshedpur has well qualified faculty and dedicated supporting staff.

#### ARTICLE-I: Scope of the Project

This Project details the modalities and general conditions regarding collaboration between NIT Jamshedpur and Advance Tech India Pvt. Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of Electronics & Communication, Mechatronics, Materials & Manufacturing and Environment related issues. The areas of cooperation can be extended through mutual consent.

#### ARTICLE-II: Scope and Terms of Interactions

Both NIT Jamshedpur and Advance Tech India Pvt. Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students in the area of respective research and prototype modeling:

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- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b. Organization of joint conferences and seminars;
- c. Practical training of NIT Jamshedpur students at Advance Tech India Pvt. Ltd internship/final year projects etc.
- d. Joint guidance of student projects/thesis in Electronics & Communication, Mechatronics, Materials & Manufacturing and Environment related issues and other areas of national interest at NIT Jamshedpur by Advance Tech India Pvt. Ltd on mutually agreeable terms;
- e. Advance Tech India Pvt. Ltd would accommodate B. Tech./M. Tech./PhD students as a part of industrial training.
- f. Advance Tech India Pvt. Ltd may depute its personnel for research and innovation;
- g. Advance Tech India Pvt. Ltd personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Working Professionals) at NIT Jamshedpur, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of NIT Jamshedpur.
- h. Advance Tech India Pvt. Ltd may seek assistance/guidance of NIT Jamshedpur faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i. Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j. Advance Tech India Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at NIT Jamshedpur.
- k. Advance Tech India Pvt. Ltd may avail library, Internet, computational facilities at NIT Jamshedpur.
- I. Post-graduate student will be allotted a research supervisor from NIT Jamshedpur faculty members. A Research Scientist/Engineer at Advance Tech India Pvt. Ltd may be appointed a Co-research guide as per the rules of the institute for a student Registered for Ph.D/M.Tech (Regular or Research) degree at NIT Jamshedpur. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m. The students will carry out part of their Ph.D. research work or M.Tech./B.Tech. project at NIT Jamshedpur and Advance Tech India Pvt. Ltd depending on the nature of the work as per rules of the respective organization depending on facilities and requirements.
- n. There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o. Both NIT Jamshedpur and Advance Tech India Pvt. Ltd will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p. If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis.

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- q. Research supervisors from both the Organizations will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this Project will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r. Neither of the supervisors will publish the work carried out under this Project without knowledge of the other.
- s. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: Co-Ordination of The Programme Including Financial Arrangements

a. The collaborative programme between NIT Jamshedpur and Advance Tech India Pvt. Ltd shall be coordinated by a NIT Jamshedpur & Advance Tech India Pvt. Ltd.

#### ARTICLE-IV: Intellectual Property Rights (IPR)

- Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.
- The expenditure connected with securing and maintaining the Intellectual Property Rights shall be shared between the organizations in proportions mutually decided by them, on case to case basis, based on their respective intellectual, material and financial contributions.

#### **ARTICLE-V: Term and Termination**

This agreement will be effective for a period of three years from the date it is signed by both parties. The agreement can be renewed for additional five (5) years periods by mutual consent of the parties to the agreement. Either party to this agreement can terminate it by giving six months notice. This agreement supersedes all previous agreements executed between Advance Tech India Pvt. Ltd and NIT, Jamshedpur.

#### ARTICLE-VI: Liability

The financial liability arising from the activities on either of the parties shall be limited to the total charges decided upon for the use of respective facilities and manpower costs, if any. However, any damage to equipment or facilities of one party brought about by negligence or intentional misuse by the personnel of the other party will be chargeable at actual; required for repairing/replacing the equipment/facility. The decision of heads of the respective institutions shall be final and binding on this matter and any related disputes thereof.

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#### ARTICLE-VII: Coordination and Follow-up

Any additions, changes, or deletions must be approved by the authorities of both the organizations who are signatories to this agreement or their respective successors. All notices shall be in writing and shall be directed to these authorities as follows by the signatories of this **MO**U.

#### ARTICLE-VIII: Indemnification

Each Party will indemnify the other from any claims arising out of injuries of personnel of one party at the premises of the other.

#### ARTICLE-IX: Arbitration

In case of any dispute arising out of this MoU, the heads of the institutions shall endeavor to resolve such controversy or dispute by mutual discussions and in good faith.

IN WITNESS WHEREOF, the parties have executed this Project by their duly authorized representatives on the date first set forth above.

For and on behalf of NIT Jamshedpur

Dr. Arvind Choubey

Professor & Dean (Faculty Welfare), Department of Electronics & Comm. Engg.

NIT Jamshedpur

For and on behalf of **Advance Tech India Pvt. Ltd**.

Arvind Dixit

Director & CEO

Advance Tech India Pvt. Ltd.

Witness

Dr. Ram Vinoy Sharma

Professor & Dean (Research and Consultancy) Department of Mechanical Engineering

NIT Jamshedpur