



राजस्थान RAJASTHAN

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Memorandum of Understanding

For Academic Collaboration

Between

Scottish Church College

And

Indian Institute of Technology Jodhpur

This Memorandum of Understanding (the "MoU") is made at Jodhpur, India on 07/07/22

Between:

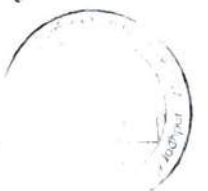
Scottish Church College, located at 1 & 3, Urquhart Square which is a private college established in 13th July, 1830 with the permission of Church of Scotland, represented through its Principal Dr. Madhumanjari Mandal (hereinafter referred to as the 'SCC') which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its executors, administrators and assigns) of one part/party;



Madhumanjari Mandal

**Principal
Scottish Church College
Kolkata-700 006**

[Signature]



AND

Indian Institute of Technology-Jodhpur, with registered address of operation at NH 62, Nagaur Road, Karwar, Jodhpur - 342030, Rajasthan, India, established by the Ministry of Education, Government of India under The Institutes of Technology (Amendment) Act (2012), on the second part; (hereinafter referred to as "IIT-J"), which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its executors, administrators and assigns) of other part/Party.

'SCC' and 'IIT-J' would be hereafter individually referred to as a "Institute" and collectively as the "Institutes"

Background

SCC is created as a center for imparting education to meet the current and future challenges.

INDIAN INSTITUTE OF TECHNOLOGY, JODHPUR intends to promote science and technology driven thought & action and prepare much-needed technical human resource to meet the technology challenges of the nation. Scholarship in teaching and learning; Scholarship in research and creative accomplishments; and relevance to Industry are three driving forces for us at IIT, Jodhpur.

- A. The Institutes wish to establish a cooperative relationship with the aim of developing and fostering academic links between the institutes.
- B. IITJ and the SCC have agreed to identify areas of shared research interests and expertise.
- C. The parties are interested in exploring the possibility of establishing a collaborative relationship, to conduct relevant activities aligned to their respective research interests and expertise.
- D. The parties anticipate that, while this Memorandum of Understanding (MOU) is not intended to establish a binding contractual relationship, it will facilitate the establishment of a working relationship between them, leading to the conduct of one or more collaborative activities.
- E. This Memorandum of Understanding (MOU) sets out the framework for the cooperative relationship between the Institutes.



Medhurnarayan Mandel

Principal
Scottish Church College
Kolkata-700 006



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

NOW, THEREFORE, in consideration of the premises and mutual understanding contained herein, the Institutes hereby agree as follows:

1. EFFECTIVE DATE AND DURATION OF MOU

This MOU takes effect on the date of execution hereof and will continue for a period of five years. This MOU may be renewed for a further term of such time and subject to such terms and conditions as the Institutes may deem appropriate.

2. AREAS FOR COLLABORATION

The collaboration concerns common fields of study, research, extension and scholarship of both Institutes. It is understood that both Scottish Church College currently has a Department of History, Philosophy, Political Science, English, Bengali, Sanskrit, Physics, Chemistry, Botany, Microbiology, Mathematics, Computer Science, Economics and Zoology and IIT-J has various departments and both focus on the objectives as per their respective mandates, hence based on the principles of mutual benefits and respect both Institutes are hereby agreed to promote, subject to the governing laws, academic collaboration in areas of mutual interests and scholarly exchange between the two Institutes, including but not limited to the following programs or activities:

- a) Exchange of faculty, researchers, and administrative staff
- b) Exchange of students and developing study programs
- c) Joint educational programs; Joint supervision of PhD scholars
- d) Exchange of information and materials in fields, which are of interest to both institutes
- e) Implementation of collaborative research projects, lectures, seminars, online/blended/hybrid certificate courses and symposia
- f) Exchange of academic information and materials subject to data protection, disclosure and confidentiality norms
- g) Implementation of Dual-degree programs
- h) Help/assist mutually in institutional development
- i) Sharing or creation of educational materials and resources.
- j) Conduct short courses, as mutually agreed in writing between the parties prior to commencement of activity;

Details of the implementation of the above purposes shall be negotiated and agreed between the Institutes and sanctified under a specific Project/Definitive agreement for the particular purpose detailing the other parameters and understanding between the Institutes as and when such specific cases may arise.



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2.1 The Institutes will discuss opportunities for collaboration in the areas outlined in the Schedule.

2.2 Each collaborative activity or project to be initiated under this MOU will be subject to a further Project agreement/Definitive Agreement between the Institutes. Such agreements will set out amongst other issues, the Institutes' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws.

3. FINANCIAL ARRANGEMENT

It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at both institutes. An initial projection of the financial estimates involved shall be included in the Project/Definitive agreements in pursuance of such.

4. MANAGEMENT AND OVERSIGHT

As soon as possible after this MOU has come into operation the parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- (a) appointment of a named key person from each Institute to serve as the leading contact point for all concerned purposes and be the point of communication as well.
- (b) regular communication between Key representatives of the Institutes in relation to this MOU;
- (c) an equitable decision-making process;
- (d) procedures for reviewing the progress of collaborative activities and projects initiated under this MOU; and
- (e) procedures for identifying and prioritising new opportunities for collaboration.

5. INTELLECTUAL PROPERTY

(a) Ownership of any new intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in the Parties to this MoU ("Foreground IP").



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- (b) Parties shall have the joint right to determine the commercial exploitation and disposition of such Foreground IP, and Parties shall make joint applications for the registration of the same. Before any registration or commercialization of such Foreground IP takes place, the Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.
- (c) Any publication regarding such Foreground IP shall only be possible with the prior written consent of all Parties, such consent not to be unreasonably withheld.
- (d) IIT Jodhpur shall be free to use perpetually the results, including Foreground IP, arising out of this MoU for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other Party.
- (e) All Intellectual Property Rights to the Intellectual Property Materials belonging to each of the Parties and all proprietary information shall always remain the exclusive property of the Party in ownership thereof
- (f) This provision is binding on the parties and will survive the termination or expiry of this MOU.

6. LEGAL EFFECT

This MOU outlines the framework of a working relationship between the Institutes. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

7. AMENDMENTS

Any amendments to this MOU will be given effect to only if they are made through a written agreement duly signed by authorised representatives of both the Institutes and no other manner whatsoever.

8. CONFIDENTIALITY

(a) The Parties acknowledge that, in the course of performing this MoU, they shall acquire and/or develop knowledge, data, documents, processes and other information and materials, concerning the other, and other information pertaining to their knowledge processes and operations and that all such knowledge, information and materials are and shall be their respective trade secrets and Confidential Information.



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- (b) Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party will ensure compliance by its employees and agents with the obligations of confidentiality set out and assumed by that Party in relation to the other Party.
- (c) The Parties expressly acknowledge that all Confidential Information of each Party shall remain its exclusive property and shall be treated by the other Party as confidential. The Parties shall not disclose the terms of this MoU to a Third Party except as may be required by law. The Parties agree that they shall keep the Confidential Information of the other Party in strict confidence and that they shall take all precautions and use the same degree of care to protect and safeguard such Confidential Information as it uses for its own confidential Information of like importance.
- (d) Either of the Parties may disclose, in confidence, the Confidential Information to its sub- contractors, affiliates, representatives, employees, agents, Advisors, legal advisors or other similar persons, who are directly or indirectly acting for, on behalf of either parties, or other similar persons strictly on a need to know basis.
- (e) The Receiving Party undertakes that such third persons to whom it discloses the Disclosing Party's or its affiliate's Confidential Information to shall be subjected to confidentiality obligations no less restrictive than those contained in this MoU.
- (f) Any disclosure of Confidential Information to persons, other than those who need to know, shall be done only with the prior written consent of the Disclosing Party. If the Disclosing Party gives such consent, the Receiving Party undertakes that such individuals shall be subjected to the same confidentiality obligations as contained in this MoU, if not more.
- (g) The Receiving Party shall hereby undertake to use the Confidential Information solely for the purposes for which it was disclosed and to use the same for such purposes only during the subsistence of the MoU in the manner as may be specified by the Disclosing Party.
- (h) The Receiving Party may disclose any of the Confidential Information to any governmental body having jurisdiction over this MoU or in response to a valid order of a court or if such disclosure is otherwise required by law provided that the Receiving Party, has first given prior written notice to the Disclosing Party and has made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
- (i) This provision is binding on the parties and will survive the termination or expiry of this MOU.



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9. IPR

Should any collaborative research activities under this MoU result in any potential for intellectual property, both institutes shall seek an equitable and fair understanding as to ownership and other property interests that may arise. However, depending on the scenario, the rights to intellectual properties shall be as follows:

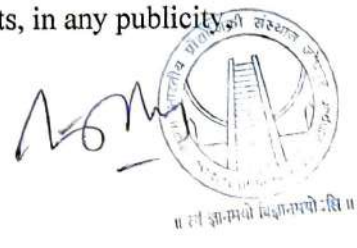
- (a) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared **equally**. However, if one of the institutes decides to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection.
- (b) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- (c) Ownership of intellectual property existing before entering into this MOU (Background IP) and shared by the Institutes pursuant to this MOU will remain with the contributor or creator or owner.
- (d) Any intellectual property created out of the collaborative research activities undertaken by both the Institutes shall be subject to joint ownership of both of them, unless agreed upon otherwise in the specific Project/Definitive Agreement. All such material must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Institutes. This provision is binding on each Institutes and will survive the termination or expiry of this MOU.
- (e) The right to publication of any work or of the results of any work which has been carried out jointly shall be accomplished in such a way as to preserve the rights of the authors and the parties concerned in accordance with the specific agreement between the parties regarding the publication and protection of intellectual property and sharing thereof.
- (f) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of official letters.
- (g) Both parties shall abide by the Government Rules as applicable from time-to-time.

10. USE OF NAME AND LOGO

A party will not use the name or logo or any variation of the name or logo of the other party, or of any member of the other party, or its employees or students, in any publicity



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advertising or news release without the prior written approval of an authorised representative of that party. This provision is binding on the Institutes and will survive the termination or expiry of this MOU.

11. REGULATIONS OF THE HOST INSTITUTION

Exchange students, faculty persons etc. are subject to all regulations, including those regarding admission to the university, conduct, and performance in classes, as required for students in the host institution.

12. STANDARDS OF PERFORMANCE

The Institutes agree that all obligations under this MOU and any agreement resulting from this MOU will be performed in a manner protective of and consistent with both Institutes' reputation for excellence and integrity in education, research and scholarship.

13. TERMINATION

Either party may terminate this MOU by providing a minimum of six months' written notice to the other party. The termination of this MOU will not affect any activity or project that is the subject of a further agreement between the Institutes unless the relevant agreement provides otherwise.

In case of breach of any of the terms or conditions of this Memorandum of Understanding both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three months' (3) prior 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:

- a) 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.



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- b) Any of the parties are guilty of any conduct, which legally is prejudicial to the contracts interests.
- c) 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.

14. RESPONSIBILITIES OF EXCHANGE STUDENTS/FACULTY MEMBERS/SCHOLARS ETC.

Exchange students/faculty members/scholars etc. will be responsible for all expenses incidental to the exchange, including, but not limited to, travel expenses, miscellaneous fees, room, and board. Each Exchange participant must also obtain, at their own expense, insurance to cover medical contingencies in the host country. Exchange Participants will be required to have adequate study permits or visas, pursuant to the immigration regulations established in the country where the exchange program is performed, and such individuals shall be governed by the domestic laws of the host country.

15. WARRANTIES

Each Institution shall give warranties, which are customary in a transaction of this nature, including that:

- (a) such Party is a institution duly incorporated and validly existing under the laws of its incorporation;
- (b) the binding provisions of this MoU constitute a valid, binding and enforceable obligation of such Party;
- (c) such Party has the necessary powers under its charter documents/Memorandum and Articles of Association to enter into this MoU; and
- (d) by entering into the MoU, such Party shall not be in conflict with the provisions of its charter documents.

Notwithstanding anything contained in this MoU, each Party acknowledges and agrees that all information provided "as is" without representation, warranties or indemnities of any kind. Each Party disclaims any and all warranties relating to information, whether express or implied, whether by statute or otherwise, including but not limited to implied warranties of merchantability, fitness for particular purpose, and non-infringement.



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16. COUNTERPARTS

This MoU shall be executed in 2 (two) counterparts in the English Language which, when taken together shall be deemed to constitute one and the same instrument. Further, each Party shall retain one copy.

17. NO RELATIONSHIP

It is expressly understood that none of the Institution have the authority to bind the others to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by Institution hereto. The Institution undertake that none of their respective employees, consultants and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Institution and the other Institution shall not be liable in any manner whatsoever for any claims, demands and the like made by them.

18. NON-DISCLOSURE

Each party shall keep confidential, the terms of this arrangements and all data and other information supplied to it by the other Party under this arrangement and shall not disclose or otherwise make that information available to any third parties, except if such information is publicly known or if such disclosure is required by law. Each Party shall restrict all confidential information to employee on a "need to know" basis. This obligation shall survive the termination of this arrangement.

19. NON-SOLICITATION

During the term of this MoU, each Institution agrees not to directly or indirectly or through third parties solicit for employment any of other Institution's employees.

20. RESPRESENTATION

Each of the Parties represents and confirms that it is fully empowered to execute this MOU.



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21. JURISDICTION AND GOVERNING LAW

- (a) That this MoU shall be subject to Indian Laws, Rules and Regulations as amended from time to time and the Courts at Jodhpur shall have the exclusive jurisdiction.
- (b) Except as otherwise provided, this Memorandum of Understanding serves only as a record of the Parties intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
- (c) That if any provision of this MoU is determined to be void or unenforceable under any law applicable for the time being, such provisions shall be deemed amended or modified or deleted in so far as is reasonably inconsistent with the provisions of this MoU and to the extent necessary to conform to applicable law and the remaining provisions of this MoU shall remain valid and enforceable in accordance with these terms.

22. ENTIRE MoU

- (a) This MoU constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the parties, oral or implied.
- (b) This MoU constitutes the entire MoU between the parties with respect to its subject matter. It supersedes all previous MoUs and understandings between the parties and each party acknowledges that, in entering into this MoU, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly provided in this MoU.

23. INDEMNITY AND LIABILITY

This MoU is based on a spirit of goodwill and mutual respect and specifically precludes all exchange of monetary gains. Both the parties undertake to serve the needs and requirements for the selfless motive of serving the national interest. Any commercialization of research outcomes would be mutually decided by the Committee for the execution of the MoU. In line with the forgoing, each Institute shall indemnify and hold harmless the other from and against any and all losses (direct) damages, costs and expenses incurred or suffered by them, individually or collectively, including third party claims, arising out of or in connection with any misrepresentation, failure and/ or any breach of any representations made under this MOU; any infringement or violation of



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third party intellectual property rights by the Institute; negligence, wilful misconduct or fraud; any failure to comply with any legal or third party contractual obligations, any litigation, event, matter or circumstance arising or existing in relation to any of the Institutes.

24. RESOLUTION OF DISPUTES:

- (a) Any dispute or difference between the Parties out of or in connection with this MoU including the validity thereof shall at first instance be resolved amicably through negotiations or discussions between the Parties. Even if a dispute is taking place, the parties to the dispute should make best efforts to continue to comply with this MoU until satisfactory completion of said intended purposes.
- (b) If a dispute cannot otherwise be resolved through open discussion, a Party claiming that a dispute has arisen under this MOU, between the Parties or the way they are interacting, must give a Dispute Notice to the other Party, specifying the nature of the dispute.
- (c) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.
- (d) Within ten (10) Business Days from the date of issue of the Dispute Notice, the representatives of each Party will use their best endeavors to resolve the dispute between themselves at an operational level.
- (e) If the dispute remains unresolved, after amicable and mutual consultation or negotiation, the decision of the Principal, SCC and Director, IIT Jodhpur will be final and acceptable to both the parties.

25. FORCE MAJEURE:

Each Party shall be excused from performance of the MoU only to the extent that the performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

26. NON-EXCLUSIVITY OF THE MoU

Notwithstanding anything contained in the provisions hereto, either of the parties hereby retain the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the MOU or otherwise. The present MoU does not bind either party to explore other alliances, collaborations and varied



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arrangements with other entities and each party shall hold out to its autonomous functioning.

27. NOTICES:

The notices to be given in connection with this MoU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, email addressed to the Institutes entitled or required to receive such notice at the address for such as follows:

Contact of SCC:

Dr. SHRIMOYEE GUHA THAKURTA
~~Dr. Madhuranjari Mandal~~
ASSISTANT PROFESSOR
Principal DEPARTMENT OF HISTORY

Scottish Church College

1 & 3, Urquhart Square,

Kolkata, West Bengal

India, Pin- 700006

Email: ~~principal@scottishchurch.ac.in~~
sqhist@scottishchurch.ac.in

Scottish Church college

Execution and Date:

Date: 7/7/22

Madhuranjari Mandal

Signed for and on behalf of Scottish
Church College by its duly authorised
officer in presence of:

Signature of authorised officer: (*refers above*)

Name of authorised officer:

Dr. MADHURANJARI MANDAL

Office held *Principal*
Scottish Church College
Kolkata

Signature of witness

Name of Witness *Dr. SUPRATIM DAS*

Contact of IITJ

Dr. Parichay Patra
Assistant Professor
SOLA & Co-ordinator, DH/IDRP

Indian Institute of Technology Jodhpur,

NH 62, Nagaur Road, Karwar, Jodhpur

Rajasthan - 342037, INDIA

Fax: +91-(291)-280 1410

E-mail: *parichay@iitj.ac.in*

Indian Institute of Technology Jodhpur



Parichay Patra

Signed for and on behalf of IITJ by its
duly authorised officer in presence of:

Signature of authorised officer: (*refers above*)

Name of authorised officer: DR. SANGEETA
SAHNEY

Office held HEAD, SOLA

Signature of witness

Name of Witness *Prashant Bhardwaj*
PRASHANT
BHARDWAJ

