



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter referred to as the “MoU”) is made and entered into on the 30TH day of November 2023

Between

Indian Institute of Technology Roorkee (CSR Registration No. CSR00003687), an academic institute of national importance and a statutory body existing under the provisions of the Indian Institute of Technology (Roorkee) Act, 2001 having its main campus and administrative office at Roorkee-247667, Uttarakhand, India (herein referred to as "IITR", which expression shall mean and include its Affiliate, successors and permitted assignees) represented by Dean, Sponsored Research & Industrial Consultancy, IIT Roorkee.

And

Indian Industries Association (IIA), is an apex representative body of Micro, Small, and Medium Enterprises (MSME) with a strong membership base of about 12000 MSMEs and has its registered office at IIA Bhawan, Vibhuti Khand, Phase II, Gomti Nagar Lucknow – 226010, Uttar Pradesh (hereinafter referred to as ‘IIA’ which expression shall unless repugnant to the context or meaning thereof including its Affiliate, successors, executors, administrators and permitted assignees) represented by Shri Neeraj Singhal, President, Indian Industries Association

IITR and IIA are individually referred to as the “Party” and collectively referred to as the Parties”.

RECITAL

WHEREAS,

- A. IIT Roorkee leverages the academic and R&D resources in faculty/laboratories to develop/deliver results mandated in project agreements executed with Industry and other end-users.

- B. IIA was a member of the National Board of MSME and Prime Ministers Task Force on MSME's as well as an accredited association from NABET, QCI with a GOLD GRADE. IIA's motto is to create an enabling environment for the development of MSMEs in today's ever-changing and extremely competitive industrial scenario.

IIA expressed its interest in collaborating and availing the research facilities and technical support of IITR under the 'TechSarathi Scheme' of IITR. In the interest of establishing a relationship of mutual benefit to both organizations, IITR and IIA have agreed to the areas of collaboration on academic and research-related activities as mentioned in this MoU.

1. SCOPE AND AREAS OF COLLABORATION

- 1.1 Research collaboration:** The faculty members of IITR and the MSME members of IIA would engage in mutually agreed collaborative research as and when necessary, utilizing each other's expertise and facilities on mutually agreed terms and conditions as per prevailing rules.
- 1.2 Setting Up Lab Facilities:** IITR and IIA may jointly set up lab facilities that will serve as a center for cutting-edge research across various locations that will be equipped with modern infrastructure and advanced testing equipment depending upon the industry requirements and as per agreed terms and prevailing norms at both the organisations.
- 1.3 CSR activities:** IIA commits to support in offering the research projects of industries to IITR faculty and students to fulfill their CSR commitments.
- 1.4 Courses and workshops for IIA members:** IITR may offer courses and workshops for the members of IIA on mutually agreed topics and as per the CEC guidelines of IITR.
- 1.5 Internships & Work Studentships to IITR Students:** Industries under IIA may offer internships and pre-placement offers to UG & PG students of IITR if found suitable to their requirements. Further, Ph.D./PG/BTech students may be engaged in live projects of industries under IIA. The students engaged in this program will work for 1-2 days a week and member who will take services shall make a mutually agreed monthly payment if required on a case-to-case basis. IIA will act like a bridge in this process. The selection criteria of students for this program will be decided and executed by a committee that includes the IIA representation. IIA commits to facilitate engaging the selected students in this program for its members depending on the members requirements on mutually agreed terms and conditions.
- 1.6 Prime Minister Fellowship for Doctoral Research:** IITR and IIA may collaborate on industry-academia Ph.D. programs like the Prime Minister's Fellowship for Doctoral Research by the SERB-FICCI, Department of Science and Technology on topics of mutual interest.

2. UNDERSTANDING OF PARTIES

- 2.1 Nothing in this MoU shall grant to either Party the right to bind the other Party, without the prior written consent of the other Party.
- 2.2 The Parties understand and acknowledge that this MoU will provide the foundation for more comprehensive and definitive agreements.
- 2.3 The provisions of this MoU reflect the current plans and intentions of IITR and IIA. However, specific terms and conditions with respect to particular projects to be undertaken under this MoU are to be set forth in future definitive agreements between the Parties.
- 2.4 Each Party represents that with respect to the matters which are subject to this MoU; it will not make or offer any payment, or gift, either directly or through intermediaries, to or for the use of any public official where such payment, gift, promise or advantage would amount to any illegality and /or corrupt practice under the law.

3. TERM OF MOU

The MoU shall be effective from the date written hereinabove and shall remain effective for a period of two (2) years extendable to the next 2 years unless otherwise terminated at an early date. The MoU may be mutually renewed by both parties One month before its expiry.

4. 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 on a case-to-case basis as per the IPR Policies of both organizations

5. BINDING TERMS

- 5.1 It is clearly understood by IITR and IIA that there will be no obligation or financial commitment whatsoever on the Parties under this MoU unless otherwise agreed.
- 5.2 For each one of the activities and/or actions identified by the Parties under this MoU, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties may enter, directly or through the concerned affiliate, into a specific agreement defining in detail the respective obligations and

commitments of each Party, and particular the program of work, and the financial conditions of its execution.

6. NOTICES AND ADDRESSES:

For the purposes of this MOU, the address of the Parties will be as follows. All correspondence and notices in relation to the present MOU sent to the Parties at the address mentioned below shall be deemed sufficient service of the notice on the Parties.

IIT Roorkee:

Name: Prof. Akshay Dvivedi
Designation: Dean, Sponsored Research & Industrial Consultancy, IIT Roorkee
Address: Roorkee, Uttarakhand, India – 247667 Email: dsric@iitr.ac.in

Indian Industries Association:

Name: Pramod sadana
Designation: National Secretary
Address: IIA Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010
Email: iia@iiaonline.in

7. TERMINATION AND WITHDRAWAL

This MoU shall automatically terminate on the second anniversary subject to renewal of the signing date unless extended by

mutual agreement of the Parties in writing or unless earlier terminated on the occurrence of any one of the following;

- i. Signing of Definitive Agreement
- ii. Mutual written agreements by the Parties to terminate this MoU.
- iii. Termination of this MoU by any Party by serving thirty (30) days prior written notice to the other Party.
- iv. Notwithstanding anything contained herein to the contrary, no Party shall be liable to pay any compensation for any loss, damages, or claims to the other Party upon expiry or termination of this MoU in accordance with its terms unless as stated otherwise under the MoU.
- v. Either party may terminate this MOU with one month's advance written notice to the other party

8. AMENDMENT

This MoU may be amended upon the mutual consent of both Parties and such amendments will have no impact on any specific agreement then in force.

9. FORCE MAJEURE

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this MoU, the relative obligation of the Party affected by such Force Majeure shall, upon notification to the other Party be suspended for the period during which such cause

lasts. The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire, and Acts, Rules, and Regulations of the respective government of the two parties namely IITR and IIA directly affecting the performance of the MoU.


10. CONFIDENTIALITY


During the tenure of the MoU, information to be shared must be indicated as "confidential" or "non-confidential". Both IITR and IIA will maintain strict confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual agreement.

11. ARBITRATION

Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such a resolution is not possible, then the unresolved dispute will be referred jointly to Director, IITR, and President, IIA. The outcome of the joint decisions of the Director & President shall be binding upon both parties.


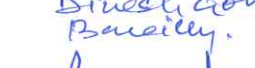

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed as of the date set forth above.


Director 30/11/23
Indian Institute of Technology
Roorkee

Witness: 
Dean, SRIC 30/11/2023
Indian Institute of Technology
Roorkee

Date:


President
Indian Industries Association

Witness:
1.  30/11/23
2.  9837001615
Date:  30/11/23
Pannod Sadana
Saharanpur 9837097100