

Memorandum of Understanding (MOU)

This MOU made and entered into on this Twelfth day of January Two thousand twenty One between Council of Scientific and Industrial Research (CSIR), a society registered under the societies Registration Act (XXI of 1860) having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi 110001, India acting through Indian Institute of Chemical Technology, a constituent laboratory of CSIR located at Tarnaka, Uppal Road, Hyderabad 500 007, Telangana (hereinafter called "CSIR-IICT" which expression shall where the context so admits include its successors and permitted assignees) of the one part,

AND

Adichunchanagiri University having its registered office at Mandya, B G Nagara-571448, Karnataka. Hereinafter referred to as ACU, which expression shall where the context so admits include its successors and permitted assignees of the other part.

Preamble

Whereas CSIR-IICT is a premier R & D Institute, which has been established to carry out research in chemical sciences leading to innovative actions for a variety of products necessary for human welfare such as food, health, energy and environment and the R&D work is fully geared to meet the requirements of technology development, transfer and commercialization.

In the same mode Adichunchanagiri University established in 2018 as result of Act 2012 being enforced by Karnataka Act No. 18 of 2013 ensuring education as its highest level covering all disciplines. It is a university providing education in the field of medicine, engineering, nursing, pharmacy and conventional degree courses. They are also establishing research wings in different areas of basic sciences.

Considering that CSIR-IICT and ACU desires to enter into a MOU setting forth the terms and conditions of the collaboration.

The MOU details the objectives of the collaboration, responsibilities and obligations of each party and other terms and conditions.

1. Objective of Collaboration

CSIR- IICT and ACU have agreed to collaborate in the following areas:

- Teaching, Research and Training in selected and advanced thrust areas in S&T.
- To collaborate and write project proposals in areas of mutual interest and submit to various Agencies/Industries for funding.
- Exchange of scientists, faculty & students in collaborative projects and to apply for **bilateral programmes** on areas of expertise as mentioned above, as per the norms of respective institutes.

2. Scope of Collaboration

CSIR-IICT and **ACU** agreed to enter into separate agreements on case-to-case basis, with the scope of work involving terms and conditions, financial arrangements, Intellectual Property Rights and respective responsibilities.

3. General terms

CSIR-IICT or **ACU** is free to sign MOU with any other parties in India or overseas for similar work at their own discretion.

4. Confidentiality

During the tenure of the MOU and thereafter, both **CSIR-IICT** and **ACU** undertake on their behalf and on behalf of their subcontractors/ employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to work under this MOU for any purposes other than in accordance with this MOU.

5. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure event such as but not limited to acts of God, war, flood earthquakes, strike, lockouts epidemics, riots, civil commotion, etc. Provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

6. Effective date, duration, termination of the MOU

6.1. The MOU shall be effective from the date of signing and shall remain in force for three years.

6.2. The MOU shall terminate on the expiry of the period, as in clause 6.1 unless extended by both parties.

6.3. During the tenure of the MOU, parties hereto can terminate the MOU either for breach of any of the terms and conditions of this MOU or otherwise by giving 2 months' notice in writing to the defaulting party. Failure of either party to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MOU.

6.4. In the event of termination of the MOU vide 6.3 the rights and obligations of the parties, thereto shall be settled by mutual discussion.

7. Notices

All notices and other communications required to be served on ACU under the terms of this MOU shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to ACU at its last known address of business. Similarly, any notice to be given to the CSIR-IICT shall be considered duly served if the same shall have been delivered to, left with or posted by registered mail to Indian Institute of Chemical technology, Hyderabad.

8. Amendments to the MOU

No amendment or modification of this MOU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

9. Assignment of MOU

The rights and/or liabilities arising to any party to this MOU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

10. Arbitration

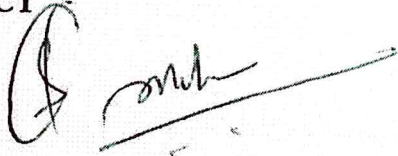
Any dispute arising out of this MOU, the same shall be referred to the arbitration of 3 (three) arbitrators, one to be appointed by each party to the dispute, and the third and presiding arbitrator shall be nominated by the said two arbitrators before entering into any reference. The decision of the majority of arbitrators shall be final and binding on both parties. The venue of arbitration shall be at Hyderabad and the arbitration proceedings shall take place under the provisions Indian Arbitration and Conciliation Act, 1996.

In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

Parties:

For and on behalf of

CSIR-IICT



Signature

Name

Designation

For and on behalf of

Adichunchanagiri University



Signature

Name


Designation

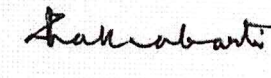
Seal

डॉ. एस. चंद्रशेखर
Dr. S. Chandrasekhar
निदेशक/Director
सी.एस.आई.आर - भारतीय रासायनिक प्रौद्योगिकी संस्थान
CSIR-Indian Institute of Chemical Technology
विज्ञान और प्रौद्योगिकी मंत्रालय, भारत सरकार
Ministry of Science & Technology, Govt. of India.
हैदराबाद/Hyderabad-500 007, तेलंगाना/Telangana, भारत/India

Date: 12.01.2021

Witnesses (Name & address)

1. 
[Dr. M. CHANDRASEKHARAM]


2.  12/01/2021
(PRADDISH P CHAKRABARTI)


Seal

Dr. C.K. Subbaraya
Registrar
Adichunchanagiri University
B.G.Nagara-571448

Date: 12.01.2021

Witnesses (Name & address)

1. 
Shobith Rangappa
DIRECTOR, AIMM, ACU

2. 
K. Prashantha
Dean, Faculty of Natural
Sciences

