

Memorandum of Understanding

Between

**Indian Institute of Science Education and Research
Kolkata**

And

**Indian Institute of Technology (Indian School of Mines)
Dhanbad**

AGREEMENT

CL.1. THE AGREEMENT

This AGREEMENT made and entered into on this 24 day of June, Two Thousand and Twenty-Five (2025), between

CL. 1.1 **The Indian Institute of Science Education and Research Kolkata (IISER Kolkata)**, an autonomous, degree-granting institute of the Ministry of Education, established by the Govt. of India, with campus at Mohanpur – 741246, District Nadia, West Bengal represented by Director, IISER Kolkata, hereinafter referred to as IISER Kolkata, which expression shall unless repugnant to the context include its successors, representatives and permitted assigns **of the FIRST Part.**

And

CL. 1.2 **INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) Dhanbad** (herein after referred to as "**IIT(ISM) Dhanbad**," which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its successors, executors, administration, and assignee), being of the **Second PART**;

IISER Kolkata and IIT(ISM) Dhanbad are also referred to as Party individually and Parties jointly under this Agreement.



CL.2. PREAMBLE

CL.2.1. WHEREAS, **IISER Kolkata**, an institute of national importance has the expertise in teaching and research and is dedicated to imparting quality science education and to carrying out research in basic and frontier areas of science involving both undergraduate and postgraduate students, in an intellectually vibrant atmosphere nurturing both curiosity and creativity.

CL.2.2. WHEREAS, **IIT(ISM) Dhanbad** is a nationally and internationally acclaimed premier institution of higher technical and scientific education with a strong social commitment. It fosters an ethos of intellectual excellence, nurturing initiative, new ideas, research, and scholarship. The institution prides itself on intellectual honesty and aims to produce the leaders and innovators of tomorrow in the realm of technology.

CL.2.3. WHEREAS Parties to this Agreement wish to come together to foster research collaboration, and provide opportunity for professional, scholarly and academic interaction in matters relating to Scientific research, Science education and related areas, and to facilitate advancement of knowledge in these areas, based on reciprocity and mutual benefit. Both the parties will exchange personnel and students in the fields of mutual interest. The number of personnel to be dispatched, the purpose, time and period of dispatch, and other terms and conditions thereof shall be decided on a case basis after mutual consultation. They agree to explore the possibility of engaging in the collaborative research work in a mutually agreeable manner.

CL.2.4. WHEREAS, **CONTRIBUTION, ROLES AND RESPONSIBILITIES OF EACH PARTY** is described in **DETAIL** at **Annexure-I**.

In consideration of respective contribution to the research development by each party, IISER Kolkata and IIT(ISM) Dhanbad agree to have a 50%-50% partnership and equal joint ownership related to any Patents, Copyrights, Trade secrets, Trademarks or any Intellectual Property rights, know-how as well. Technical information in reproduced form such as periodicals, books, non-proprietary reports and other references shall be furnished when specifically requested by each Party.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:



CL.3. SCOPE OF THE AGREEMENT

The agreement details the terms and conditions of **contribution made by both the parties, financial arrangements and intellectual property rights**, are of the **IISER Kolkata and IIT(ISM) Dhanbad**, pertaining to the above-mentioned collaborative works.

CL.4. FINANCIAL ARRANGEMENTS

CL 4.1. IISER Kolkata and IIT(ISM) Dhanbad will be using their own resources of money for the development of the above-mentioned collaborative work.

CL 4.2. There shall be no other financial obligations on any of the parties to the other party.

CL.4.3. IISER Kolkata and IIT(ISM) Dhanbad will use their own resource of money for the completion of collaborative research work, if required. However, the requirement of monetary funding from both the parties will be reviewed by the competent authority of the individual parties.

CL.5. CONTRIBUTION and RESPONSIBILITIES OF IISER Kolkata and IIT(ISM) Dhanbad FOR THE COLLABORATIVE RESEARCH WORK:

CL.5.1. As laid down in Annexure-I to this agreement.

CL.6. RESULTS OF PROJECT

Each of the Parties undertakes to promptly report all results jointly obtain under this agreement to the other Party.

Unless otherwise agreed in a separate Agreement, the results jointly obtain under this agreement shall be the joint ownership of the Parties in proportion of their respective contribution.

The Parties shall agree on the protection of the joint results, including the choice of territories, the share of the expenses of the patent applications and preservation solution of the patents and the appointment of the Party in charge of the protection and exploitation of the joint project results. With regard to any decisions involved patent protection, the appointed Party shall consult the other Party and keep inform the other Party on patent prosecution.



CL.6.1. Any intellectual property rights obtained by the parties hereto pertaining to the above-mentioned collaborative works prior to signing of the agreement shall remain the property of that party; **the other party shall not have the right to commercially exploit/use of such intellectual property.**

CL.6.2. IISER Kolkata and IIT(ISM) Dhanbad will have absolute authority to exercise rights under IPR to such processes of knowhow/knowledge here to pertaining to the project or merely related to the project, those are already developed by IISER Kolkata/IIT(ISM) Dhanbad on its own before signing this agreement.

CL.6.3. Intellectual property generated in the above-mentioned collaborative works executed jointly shall be jointly owned by IISER Kolkata and IIT(ISM) Dhanbad. The extent of ownership for IISER Kolkata and IIT(ISM) Dhanbad for such patents, and other commercial exploitations shall be at a 50%-50% partnership, unless otherwise agreed through separate agreements.

CL.6.4. The procedural formalities for securing and maintaining intellectual property rights, if any, shall be the joint responsibility of IISER Kolkata and IIT(ISM) Dhanbad. The expenditure incurred thereof shall be borne equally (50% -50%) by both, subject to prior consensus. Initially, it will be paid by one of the parties; later, another party will pay 50% of the total expenditure to the other on furnishing bills in the other party's name.

CL.6.5. Whether intellectual property rights should be secured and the territory where these shall be secured will be decided jointly by the Directors of IISER Kolkata and IIT(ISM) Dhanbad.

CL.6.6. The parties shall consult each other for any publication in respect of the collaborative project. These publications (papers, reports etc.) shall be in the names of research workers from IISER Kolkata and IIT(ISM) Dhanbad and also researchers from other organizations if required, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties and also the funding agency if any. In case inputs of researchers of other institute/organization were taken, either party shall not have any objection or in such case/s, either party shall share with the other party, details of such events before the publication.

CL.6.7. The order of the authorship for any publication will be decided jointly by the Lead investigators from IISER Kolkata and IIT(ISM) Dhanbad.



CL.7. Facility Usage:

CL.7.1. IISER Kolkata faculty members, staff and their families can use IIT (ISM) Dhanbad's facilities in Delhi and Kolkata for stay purposes.

CL.7.2. IIT (ISM) Dhanbad faculty members, staff and their families can use IISER Kolkata facility in Kolkata for stay purposes.

CL.7.3. IIT (ISM) Dhanbad will offer its training facilities at competitive pricing for a period of 5 years as mentioned in CL.11.

CL.8. Representation & Warranties

CL.8.1. Rights and obligations under this MoU cannot be transferred without prior written consent.

CL.8.2. Either party may enter similar collaborations with others, provided they do not conflict with this MoU.

CL.8.3. The MoU does not create a joint venture, partnership, or legal entity.

CL.9. Liabilities & Indemnification

Each party is responsible for its own risks, liabilities, and expenses. Neither party is liable for personal injuries or property damage incurred during training or research activities.

CL.10. Intellectual Property Rights and Confidentiality

Any IP resulted from this collaboration shall be jointly owned by the parties. The filing, prosecution, and maintenance shall be equally shared between the parties.

All members of both Parties involved in activities under this MoU shall adhere to the prevailing policies of the Government of India regarding classified information and data. During the tenure of this MoU and for two years thereafter, both Parties, including their employees, representatives, and associates, shall maintain strict confidentiality and prevent unauthorized disclosure of any information or data exchanged or generated under this MoU.

CL.10. FORCE MAJEURE

Neither party is liable for failure to fulfil obligations due to force majeure events such as natural disasters, war, or pandemics. If such conditions persist beyond six months, further action will be determined jointly.



CL.11. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

CL.11.1. The agreement shall be effective from the date of signing and shall remain in force for **five** years. The period can be further extended with the concurrence of both the parties for subsequent five years' terms.

CL.11.2. The agreement shall terminate except the confidentiality agreement on the expiry of the period, unless extended and agreed by **IISER Kolkata and IIT (ISM) Dhanbad**.

CL.11.3. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any the terms and conditions of this agreement or otherwise by giving a three months' notice in writing to the default party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

CL.11.4. In the event of termination of the agreement vide clause 11.3 the rights and obligations of the parties they shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto, if funded by any funding agency.

CL.11.5. The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement. The tenure under IP shall be governed by the applicable clause under IPR.

CL.12. NOTICE

All notices and other communications required to be served on **IISER Kolkata** under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to **IISER Kolkata** at its known address of business in West Bengal.

Similarly, any notice to be given to the **IIT (ISM) Dhanbad** shall be considered duly served if the same shall have been delivered to, left with or posted by registered mail to the **IIT (ISM) Dhanbad** at its registered address in Jharkhand.



CL.13. AMENDMENTS TO THE AGREEMENT

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

CL.14. ASSIGNMENT OF THE AGREEMENT

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

CL.15. DISPUTE RESOLUTION

In the event of any question/dispute/difference arising under the agreement or in connection herewith both Parties shall consult with each other and settle them amicably in the spirit of this Agreement.

CL.16. SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore. The parties agree that this Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same agreement.

Parties:

For and on behalf of IISER Kolkata

Prof. Sunil Kumar Khare
Director, IISER Kolkata


Prof. Sunil Kumar Khare
निदेशक/Director
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Under Ministry of Education, Govt. of India)
मोहनपुर/Mohanpur-741246, पश्चिम बंगाल/West Bengal.

Witness:


1. Debasis Koley
2. Priyadarsi S

For and on behalf of IIT (ISM) Dhanbad

Prof. Sukumar Mishra
Director, IIT (ISM) Dhanbad

Witness:

1. 
2. 


प्रो. सुकुमार मिश्रा / Prof. Sukumar Mishra
निदेशक / Director
भारतीय प्रौद्योगिकी संस्थान (भारतीय खनि विद्यापीठ) धनबाद
INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) Dhanbad
धनबाद / DHANBAD - 826004

ANNEXURE-I

DETAILS OF THE COLLABORATIVE WORKS AND ROLES AND RESPONSIBILITIES OF EACH PARTY

IISER Kolkata and IIT (ISM) Dhanbad have agreed for institutional collaboration in promoting research in basic sciences. The primary objective is to promote interaction and collaboration between faculty and students of the two institutions to carry out joint research programmes / joint supervision of doctoral students on a reciprocal basis, collaborative research projects, and supporting academic curriculum.

This document presents a general framework for such a relationship. The following areas of cooperation have been identified under this agreement.

- (i) **Joint Research Projects:** The two parties will explore opportunities for undertaking joint research projects and may seek research funding from external funding agencies. Each such research proposal shall require the approval of the designated research and ethical committees of the respective institutions before undertaking the project/ study.
- (ii) **Joint Resource Sharing:** Experimental Resource sharing would be made on mutually agreeable terms and conditions. Infrastructure development for large-scale experimental facility and its utilization as a joint venture by the two institutes would be chalked out.
- (iii) **Joint Discussion Meeting:** To create a common shared base of expertise & to initiate more intense research in specific focus area joint discussion meeting may be held. The Parties intend to the date of signature to make every effort to meet at least once a year.
- (iv) **Faculty Exchange Programme:** The two parties will explore opportunities for interaction among members of the faculty as well as creating Visiting Faculty positions/Adjunct Faculty position including teaching courses. The total duration of visits from each side is expected to be comparable. Visit from each side require the approval of the respective institutions and TA shall be borne by the respective parties.
- (v) **Joint Outreach Programme:** Based on the mutual interest joint outreach programme may be conducted to have greater visibility and reach ability. The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out.
- (vi) **Joint Academic Programme:** Based on mutual interests, educational activity in terms of exchange of students from both the institutes for attending specific teaching-learning sessions/seminars or observerships can be arranged with approval from the competent authorities of both the institutes. A separate Agreement shall be executed in this regard.

