



## Memorandum of Understanding Between

Manipal University Jaipur, India

&

# Indian Institute of Science Education and Research Kolkata (IISER Kolkata)

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the initial framework for cooperation between Manipal University Jaipur, Village Dehmi Kalan, Tehsil Sanganer, Off Jaipur-Ajmer Expressway, Jaipur-303007, India and Indian Institute of Science Education and Research Kolkata (IISER Kolkata), Mohanpur, Nadia, West Bengal-741246.

MANIPAL UNIVERSITY JAIPUR, (hereinafter referred to as "MUJ" which expression shall mean and include, unless repugnant to the context or meaning thereof its successors-in-interest and permitted assigns) a State Private University Constituted vide the Manipal University Jaipur Act 2011 (Act No. 21 of 2011), with its campus at Village Dehmikalan, Tehsil Sanganer, Off. Jaipur-Ajmer Expressway, Ajmer Road, Jaipur 303007, has authorized Dr. Amit Soni, Registrar, MUJ to enter this MoU on its behalf as the FIRST PARTY.

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The permanent campus of the university is set up on 122 acres of land at Dehmi Kalan village near Jaipur and is by far one of the best campuses in the region. MUJ has world class infrastructure, including state-of-the-art research facilities and modern library. In line with Manipal University's legacy of providing quality education, the university uses the latest and innovative methods and technology to impart education. The multidisciplinary university offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Fashion Design, Hospitality, Humanities, Commerce, Management, Communication, Basic Sciences, Law etc.

#### AND

Indian Institute of Science Education and Research Kolkata (IISER Kolkata), established in 2006, is an autonomous institute for higher education established by an Act of Parliament under the Ministry of Education, Government of India, to promote high-quality education and research in Basic Sciences and existing under the laws of India, with principal office at Mohanpur, Nadia, West Bengal-741246, India. IISER Kolkata redeemed itself to provide world-class education in interdisciplinary areas and promote transnational research that is backed by high science to address the unmet challenges of this country, as well as to nurture human resources to support the sustainable growth plan of India.

Indian Institute of Science Education and Research Kolkata (herein after referred to as "IISER Kolkata", which expression shall mean and include, unless repugnant to the context or meaning thereof its successors and permitted assigns) has authorized Prof. Ashwani Kumar Tiwari, Dean of International Relations and Outreach, to enter into this MoU as the SECOND PARTY.

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"MUJ" and "IISER Kolkata" are hereinafter, wherever the context so admits, collectively referred to as the "Parties" and individually as a "Party".

AND WHEREAS the purpose of this MoU is to establish an understanding of mutual cooperation between MUJ and IISER Kolkata, providing a common platform for deriving mutual advantages in their pursuit of higher learning in general and benefiting their respective students and faculties, by way of exposure to each other's programs, in particular.

#### Article I: Scope

The initially proposed activities within the scope of the current MoU are:

- a) Activities leading to development of joint projects related to:
  - Student Exchanges for Collaborative Research Work,
  - Working on Collaborative Research Projects.
- b) Defining new areas of collaboration that have not been foreseen but can be beneficial to both the Parties.
- c) Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property belonging to a party providing it to other party for obtaining the object of this MoU, during the course of this MoU shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this MoU shall be shared equally by both the institutions.
- d) The intellectual property generated through joint collaborative work under this MoU shall be owned jointly by MUJ and IISER Kolkata. Both parties agree to a 50%-50% partnership in any resulting patents, copyrights, trade secrets, trademarks, or other intellectual property with specified in separate agreements.

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e) All expenses related to securing and maintaining intellectual property rights shall be borne equally by MUJ and IISER Kolkata. This includes any procedural formalities, patent drafting, and filing costs. Furthermore, the patent application and submission fee will be equally handled between the two institutions, and any revenue generated from the patent once granted and commercialized will be shared equally by both institutions.

#### **Article II: Duration, Termination and Amendment**

- a) The MoU will be effective from the date of signing by both parties for a period of up to five (5) years, and may be subject to extension by mutual consent of the Parties, expressed in writing.
- b) Either party may terminate this MoU by giving one months' advance notice in writing to the other Party.
- c) The provisions of the MoU may be amended at any time with the mutual consent of the Parties in writing.
- d) The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration, unless otherwise agreed upon between the Parties.
- e) No action undertaken shall diminish the full autonomy of either institution, nor will either party impose any constraints upon the other in carrying out the agreement.

#### Article III: Special Provisions

a) During the term of this Memorandum each party may make any press release about the association between the parties.

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- b) During the term of this memorandum each party agrees to supply information to the other for inclusion in that party's promotional material and agrees to such information being used in each other's promotional material in accordance with such terms as may be specified, but at no cost to the other.
- c) Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case by case basis, and specified, with all necessary details, in separate Agreements.
- d) There is no financial liability for either party under this MoU unless explicitly agreed upon in writing by the authorized representatives of MUJ and IISER Kolkata.
- e) Each Party mutually agrees that any funds independently raised by one Party shall remain solely under the control, authority, and discretion of the Party raising the funds, without any right or influence by the other Party.

Furthermore, IISER Kolkata may raise foreign funds (if it may), and such funds shall bear no connection or association with, nor grant any control or influence to, MUJ.

Both Parties expressly acknowledge that they hold no rights or responsibilities over each other's independently sourced funds, whether domestic or foreign, at present or in the future.

#### Article IV: Personal Data Protection

(a) Both the Parties undertake to Process Personal Data which it receives from the other Party (including, where applicable, Affiliates of the other Party) in accordance with Applicable Privacy Laws. Without limiting the foregoing, both Parties shall take reasonable measures to ensure protection of the rights of Data Subjects and security and confidentiality of the Personal Data Processed, including without limitation, by introducing and maintaining internal organisational and security measures and by

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- ensuring the lawfulness of the Processing (including collecting the appropriate Consent, if required under Applicable Privacy Laws).
- (b) Each Party shall ensure Data Subjects are provided with relevant information about the transfer of Personal Data to the other Party, including the provision of notice that Personal Data will be Processed by such other Party for the purposes contemplated by the arrangements between the Parties under the Agreement.
- (c) Each Party shall promptly notify the other Party if any adverse development arises (including a change of control of such Party, change of Applicable Privacy Laws to which such Party is subject, or any force majeure event) which, in such Party's reasonable opinion, is likely to result in such Party being unable to perform its obligations under this MoU, and co-operate with the other Party in good faith in order to mitigate the effects that may be caused by such adverse development.
- (d) Neither Party shall use any Automated Decision Making in Processing the Personal Data without the written consent of the Data Subjects.
- (e) Neither Party shall transfer any Personal Data provided by the other Party to any third party (including any entity within such Party's associates, group companies and subsidiaries) located outside the jurisdiction where that Party is located at.

### Article V : PROTECTION OF INTELECTUAL PROPERTY RIGHTS

- The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
  - 2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written

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approval of either Party.

- Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out -
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon;and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Part concerned.

#### Article VI: CONFIDENTIALITY

- Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in

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any form, including but not ·limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

### Article VII: <u>SETTLEMENT OF DISPUTES</u>

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal. Both parties shall form an understanding expressed in writing for any unresolved dispute with respect to place or jurisdiction and applicability of Laws before initiation of any legal proceedings.

#### **Article VIII: Contact Persons**

The Nodal officers for the said MOU from both the sides would be as follows

Name: Dr. Sandeep Chaurasia

Designation: Director of School of Computer Science & Engineering

Email:sandeep.chaurasia@jaipur.manipal.edu

Phone:0141 3999100 Extn - 504

Manipal University Jaipur

Name: Dr. Sakshi Shringi

Designation: Assistant Professor in Department of Computer Science & Engineering

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Email: sakshi.shringi@jaipur.manipal.edu

Phone:9649832226 Extn - 788 Manipal University Jaipur

Name: Dr. Kripabandhu Ghosh Designation: Asst. Professor Grade-I Email: kripaghosh@iiserkol.ac.in Phone: 033 61360000 Extn - 1362 Partner Institution: IISER Kolkata

THEREFOR the Parties enter into this MOU on the date of the last signature of the Parties authorised representatives hereunder.

Signature:	AMwond	

Date: 27.12.2024

Name: Prof. Ashwani Kr. Tiwari

Dean of International Relations and Outreach

Contact Delans: 033 6 1380000 Expel Inde 276

Email ID: doiro@iiserkol.ac.in

IISER Kolkata, Mohanpur, Nadia, WB, India

Witness 1 Knipabandhu Ghosh
Dr. Knipabandhu Ghosh
Witness 2. Debasis Krey
Prof. DEBASIS KOLEY.

Signature \_

Name: Dr. Amit Soni

Designation: Registrar

Contact Details: 0141 3999100 Extn -

102, 112

Email ID:registrar@jaipur.manipal.edu Manipal University Jaipur, India

Witness 1. Palali vors

Dr. Sakshi Shoingi

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