



Indian Institute of Technology
(Indian School of Mines),
Dhanbad-826004, Jharkhand, India



CSIR-National Institute of Oceanography,
Dona Paula-403004, Goa, India

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING [hereinafter referred to as MoU] is made and entered into on this 20th day of JUNE 2022 between the Indian Institute of Technology (Indian School of Mines), Dhanbad-826004, Jharkhand, India, (hereinafter referred to as "**IIT(ISM)**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) on the ONE PART, and the Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001 and represented by CSIR-National Institute of Oceanography, a constituent laboratory of CSIR located at Dona Paula, Goa 403 004, INDIA (hereinafter referred to as "**CSIR-NIO**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) on the other part.

WHEREAS, for the purpose of this MoU, IIT(ISM) and CSIR-NIO, will be hereinafter referred to collectively as the "Parties" and individually as "Party"

WHEREAS CSIR-NIO is a multi-disciplinary oceanographic research institute of international repute with its headquarters in Goa and three regional centers at Mumbai, Kochi, and Vishakhapatnam and one of the 37 constituent laboratories of the Council of Scientific & Industrial Research (CSIR) in India. The principal focus of research has been on observing and understanding the special oceanographic characteristics of the Indian Ocean. In addition to basic research, the institute also carries out applied research sponsored by the industry. With the largest collection of ocean scientists in the country, and equipped with suitable ocean research infrastructure, CSIR-NIO serves as an advanced center of education in ocean sciences. It is a recognized center for doctoral research by a large number of universities.

AND WHEREAS, The Indian School of Mines (ISM) was formally opened on 9th December 1926, by Lord Irwin, the then Viceroy of India to address the need for trained manpower related to mining activities in the country with disciplines of Mining and Applied Geology. In 1967 it was granted the status of a deemed to be university under Section 3 of UGC Act, 1956. Over the last nine decades, ISM has incorporated important core engineering disciplines and has acquired the status of a full-fledged institute of global rank for imparting higher education in engineering, science and management. The Indian School of Mines has been conferred the status of Indian Institute of Technology (IIT) on September 06, 2016, by the Government of India and has been renamed as Indian Institute of Technology (Indian School of Mines),





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Dhanbad. Since its establishment, the institute has undergone considerable expansion of its activities, and presently it can be considered as a total technology education institute. IIT (ISM) offers B.Tech. (4 Years) courses in the 12 major disciplines of engineering, Integrated M.Tech. (5 Years) courses in Applied Geology, Applied Geophysics, and Mathematics & Computing, Master of Technology, Master of Science, Master of Science and Technology, and Master of Business Administration and awards Ph.D. Degree.

Article 1: MODALITIES OF COLLABORATION

IIT(ISM) and CSIR-NIO issue a joint formal statement and hereby establish a formal affiliation for the purpose of enhancing the relationship between both institutions, synergizing their respective strengths, and working together to promote and explore the field of common areas for developing cutting-edge research. IIT(ISM) and CSIR-NIO anticipate that such activities may include any or all of the following:

1. Collaborative research, development, and innovation activities leading to joint projects and R&D contracts in the field of Marine Geosciences;
2. Not excluding any other area of application of interest to both parties;
3. Exchange visits of researchers and students;
4. Exchange of documentation, research material, publication, and information in the fields of mutual interest;
5. Development, organization, and hosting of joint scientific symposia, conferences, workshops, and meetings, for mutual recognition and trust-building;
6. Exchange of information in strategies and processes of intellectual property protection, as a result of the joint research effort.
7. Exchange of information, advice and assistance relating to areas of mutual interest; and
8. Other favourable activities of mutual benefit for IIT(ISM) and CSIR-NIO.

Article 2: EFFECT OF THIS MASTER AGREEMENT

This MoU is a master agreement and describes the arena for future projects and relationships between IIT(ISM) and CSIR-NIO. It is not intended to contain any specific information regarding the terms and conditions of any intended or anticipated programs and activities between IIT(ISM) and CSIR-NIO and specifically excludes the grant of any benefit to or the





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imposition of any obligation on both IIT(ISM) and CSIR-NIO.

Article 3: IMPLEMENTATION

All the future programs and activities shall be subjected to the approval of both IIT(ISM) and CSIR-NIO, having in mind the availability of appropriate financial and administrative support and compliance with all applicable laws and regulations and policies of IIT(ISM) and CSIR-NIO. Each program and activity meeting these criteria shall be evidenced in a separate written agreement, executed by duly authorized representatives of IIT(ISM) and CSIR-NIO, and shall describe all of the terms and conditions relating to the program or activity and its implementation, including all financial obligations.

The parties shall decide upon a mechanism to prepare working programs and to review the implementation and the application of this understanding.

Article 4: TERMS OF FUTURE AGREEMENTS

Each agreement that is subsequently entered into by IIT(ISM) and CSIR-NIO to evidence a future program and activity shall contain sufficient information to fully describe the specific relationship between IIT(ISM) and CSIR-NIO in connection with that specific program or activity and shall fully describe the benefits and obligations of both IIT(ISM) and CSIR-NIO. In particular, each such agreement shall address at least the following issues:

1. Each agreement shall specify the term of the program or activity but shall also reference that program or activity shall cease as soon as reasonably practicable and as agreed to between IIT(ISM) and CSIR-NIO in the event this MoU expires or is terminated early.
2. IIT(ISM) and CSIR-NIO shall appoint their own representative with respect to each program or activity who shall be directly responsible for overseeing the implementation and operation of the program or activity.
3. IIT(ISM) and CSIR-NIO shall review the activities proposed to be undertaken and shall include an appropriate provision addressing the following issues: intellectual property rights provisions, confidentiality, non-disclosures, risk of loss, responsibility for the acts and omissions of its employees, officers, directors, and researchers, with respect to the activities proposed to be undertaken, determining the necessity for and amount of insurance coverage with respect to the activities proposed to be undertaken, notification





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of the occurrence of events or incidents or incidents related to the activities proposed to be performed that could give rise to a claim against the other party, and provision that addresses applicable governing law, jurisdiction and venue in the event claims arise from the activities proposed to be undertaken.

Article 5: CONFIDENTIALITY, PUBLICATION AND INTELLECTUAL PROPERTY

1. All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.
2. Any publication, document, and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document, and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.
3. If any Intellectual Property (IP) is generated under this MoU, the Parties shall enter into a separate agreement that will specifically provide for ownership, management and commercialization of rights to such IP, in line with rules and regulations of each Party.

Article 6: TERMS AND EARLY TERMINATION

This MoU shall become effective as of the effective date and shall continue for a term of five (5) years. Thereafter, it may be renewed for additional terms within 3 months of expiry, upon the written consent of both IIT(ISM) and CSIR-NIO and upon such terms and conditions as agreed to by IIT(ISM) and CSIR-NIO at the time of renewal. Either IIT(ISM) or CSIR-NIO may terminate this MoU at any time upon giving at least ninety (90) days prior written notice to the other party.

Article 7: AMENDMENT

Any changes to this MoU may be made through mutual written consent of the Parties or their authorized representatives, specifically stating the same to be an amendment of this MoU. The





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modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

Article 8: SETTLEMENT OF DISPUTES

In the event of any question /dispute/difference arising under the agreement or in connection therewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

Article 9: MISCELLANEOUS

1. This MoU does not restrict either IIT(ISM) or CSIR-NIO from engaging in the same or similar activities with any third party.
2. This MoU benefits only IIT(ISM) and CSIR-NIO and their permitted assigns.
3. This MoU may not be assigned (by operation of law or otherwise) or otherwise transferred by either IIT(ISM) or CSIR-NIO, in whole or in part, without the prior written consent of the other party.
4. The relationship created between IIT(ISM) and CSIR-NIO pursuant to this MoU is that of independent contractor. Neither IIT(ISM) nor CSIR-NIO has the authority or right to act on behalf of the other party or to bind the other party.
5. Neither IIT(ISM) nor CSIR-NIO shall use the name of the other party or any of its officers, employees or agents in connection with any press release, advertising, promotional literature or any other publicity matters, without the prior written consent of the other Party. Notwithstanding this restriction, both IIT(ISM) and CSIR-NIO may use the name of the other Party in general and information listings and as otherwise required by applicable law.
6. No waiving of a provision, breach, or default shall apply to any other provision or subsequent breach or deemed continuous.

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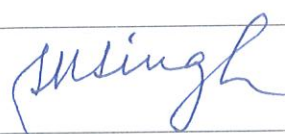


CSIR-NIO

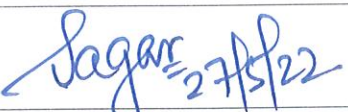

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IN WITNESS WHEREOF, the Parties have executed this MoU and represent that they approve, accept, and agree to the terms contained herein.

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| For and on behalf of IIT(ISM) | For and on behalf of CSIR-NIO |
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| Name: Prof. Rajiv Shekhar Title: Director निदेशक / Director भारतीय प्रौद्योगिकी संस्थान (भारतीय खनि विद्यापीठ), धनबाद INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), Dhanbad धनबाद / Dhanbad-826004 | Name: Prof. Sunil Kumar Singh Title: Director प्रोफेसर सुनील कुमार सिंह Prof. Sunil Kumar Singh निदेशक / Director सी.एस.आई.आर - राष्ट्रीय समुद्र विज्ञान संस्थान CSIR - National Institute of Oceanography दोना पावला, गोवा Dona Paula - Goa - 403 004 भारत / India |

Witness:

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| Name: Prof. Sagar Pal Title: Associate Dean (R&D – RI) ASSOCIATE DEAN (R&D: RI) Indian Institute of Technology (Indian School of Mines), Dhanbad Jharkhand-826004 (INDIA) | Name: Dr. V.J. Loveson Title: Head, Geological Oceanography Division डॉ. वी. जे. लवसन, /Dr. V. J. Loveson मुख्य वैज्ञानिक, Chief Scientist and Head, भू-वैज्ञानिक समुद्र विज्ञान प्रभाग, Geological Oceanography Division सीएसआईआर - राष्ट्रीय समुद्र विज्ञान संस्थान, CSIR - National Institute of Oceanography दोना पावला, / Dona Paula गोवा, Goa, भारत, India. Pin / पिन 403004 |

