

Memorandum of Understanding (MoU)

between



DAVIET

DAV Institute of Engg. & Technology
Jalandhar (Punjab) India

and



Centre for Development of Advanced Computing
Mohali



MOU

MEMORANDUM OF UNDERTANDING

Between

DAV INSTITUTE OF ENGINEERING & TECHNOLOGY, JALANDHAR

And

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, MOHALI

This Memorandum of Understanding is made on 6th day of June 2017 between the **DAV INSTITUTE OF ENGINEERING AND TECHNOLOGY, JALANDHAR**, having its office at Kabir Nagar, JALANDHAR hereinafter referred to as **DAVIET** which expression shall mean and include its successors in interest and assigns and represented by its representatives.

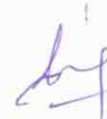
AND

The **CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, MOHALI**, a scientific society of the Ministry of Communications and Information Technology, Government of India, established in 1988, having its office at A-34, Phase-V||, Industrial Area, Mohali (Near Chandigarh) - 160071, hereinafter referred to as **C-DAC** which expression shall mean and include its successor-in office and assigns and represented by its representatives.

BACKGROUND

WHEREAS, DAVIET through its qualified faculty and well equipped laboratories, state of art computer facilities and independent broad band internet connectivity provide ample scope for students to learn round the clock. The institute offers B.Tech, M. Tech, MCA and MBA in different streams of Engineering and Technology (Electronics and Communication Engineering, Computer Science and engineering, Electrical Engineering, Information Technology, Mechanical and Civil Engineering.) Facilities to pursue research in these core areas are also available in the institute.

AND WHEREAS, C-DAC is primarily an R&D institution involved in the design, development and deployment of world class electronic and IT solutions for economic and human advancements. It caters to the training, consultancy, design and product development needs of the Electronics and Information Technology industry and its allied sectors. The major thrust areas of the Centre in training and R&D are: Multilingual and Heritage Computing, Professional Electronics including VLSI and Embedded Systems, Software Technologies including Open Source software, Cyber Security and Cyber Forensics, Health Informatics including Medical Electronics, PCB Design and Manufacturing, Ubiquitous computing. It also offers M.E programmes in VLSI Design, Electronic Product Design and Technology (EPDT), Embedded Systems and IT (part-time). C-DAC has successfully developed telemedicine network along with various software solutions for health care, it acts as a Resource Centre for Cyber Security and RFID based Systems and has many successful electronic products to its credit.



At present many academic/research activities are going on in DAVIET in the area of Cyber Security, VLSI Design and embedded systems, Software solutions and technologies, Bio-medical Image Processing, Content Based Medical Image Retrieval, Software Technologies and other related Bio-Science/Engineering topics. These areas are overlapping with corresponding areas of interest in C-DAC. For further impetus to such inter-disciplinary areas, some collaborative activities need be encouraged and initiated. Such partnership will help the ongoing research, enhance human resource and provide a wider exposure to students at both the institutions. Accordingly, this MOU will facilitate mutual cooperation and help us to make meaningful research and project proposals for future funding.

OBJECTIVES

In witness of the aforesaid, both DAVIET and C-DAC, Mohali

1. Recognizing the importance of research and development in the areas of Biomedical Science, Engineering and Technology, Software Technologies, Energy, Electronics and Cyber Security.
2. Appreciating the need for integrating the reservoir of highly qualified manpower in the fields of expertise at both institutes.
3. Desiring to amalgamate their efforts by pooling their expertise and resources.

Now agree upon, to form a nucleus for promoting Research & Development and creation of human capital in the fields of Biomedical, Electronics, Cyber Security, Software Engineering and allied areas by exploiting the unique expertise, intellectual and infrastructural capabilities of both the parties.

SCOPE AND GENERAL ACTIVITIES

Further, in witness of the above both the parties to this MoU shall collaborate on research projects and frame joint proposals for submission to the funding agencies.

1. Shall exchange of research documents/findings on a case to case basis.
2. Provide for joint supervision of PhD Scholars (in case of a Research Project) as per the University rules governing the same.
3. Plan and organize joint conferences/ workshops/Seminars etc.
4. Share laboratory, library and such other resources for the research teams on availability for bilateral applications without any financial burden on either party.
5. Make available research facilities to each other's registered research scholars. To utilize these facilities the research scholars would be considered at par with the research scholars of either of the organization/university.



Further:

- i) Any other activity may be included with mutual consent. To nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor, review the various activity schedules from time to time.
- ii) All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time.
- iii) To promote the Exchange of technical staff, research scholars, Faculty, post doctoral fellows & students (including internship).
- iv) The collaborative programme between two parties shall be coordinated by a Coordination committee consisting of one member from each organization.
- v) Research scholars can fulfill the residency requirements from either of the organization/university.
- vi) Visits of faculty, staff and students to each other's campus (during visits, faculty/staff students would be provide appropriate accommodation in hostel/guest houses as per availability)
- vii) Agreement will be made for specific projects separately.

FINANCIAL TERMS

There is no direct financial obligation on either Institute unless specifically agreed to. The financial requirement of individual institutions for joint project proposals will be separately mentioned in joint projects while submitting to funding agencies.

DURATION

This agreement shall come into effect on the day of the approval by both institutes with an initial duration of five years, which would be revised further for another term of 5 years based on mutual consent.

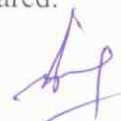
TERMINATION

Either institute may terminate this agreement provided that a written notice to this intent is given to the other Institute at least six months prior to the termination.

INTELLECTUAL PROPERTY RIGHT (IPR)

Rights regarding publications, patents, royalty, ownership of software, design, product developed, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent. Intellectual Properties, which are in possession of C-DAC prior to this agreement or to be acquired outside the collaborative project with DAVIET, will remain the exclusive property of C-DAC. Intellectual Properties which are in possession of DAVIET prior to this agreement or to be acquired outside the collaborative project with C-DAC will remain the exclusive property of DAV IET. Intellectual Property/ies that may come about in the course of execution of collaborative project(s) between C—DAC and DAVIET will be the joint property of C-DAC and DAVIET unless otherwise mentioned clearly in project proposals or project specific agreements.

All the expenses towards filing, prosecution and maintenance shall be equally shared.



CONFIDENTIALITY

- a) During the Term of MOU, either party may provide to the other proprietary and confidential information that it considers essential for the conduct of any PROJECT at their sole discretion.
- b) PROPRIETARY INFORMATION for the purposes of this AGREEMENT shall include all data, samples discoveries, inventions, technical information, reports, known-how and other information related to and disclosed by either party to the other in any form of written material and it shall be the duty of the receiving party to maintain its confidentiality.
- c) The DAVIET and C-DAC agree to hold PROPRIETARY INFORMATION in confidence and to protect it against disclosure to the public and third parties. Accordingly both DAVIET and C-DAC shall employ protective measures fully commensurate with those used by them to protect their own trade secrets and other confidential information from disclosure to the public and to third parties, but in no event less than ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential. By way of example, such efforts will include the act of obtaining the execution of suitable confidentiality agreements from other parties and from other persons to whom such information is disclosed in the course of execution of the PROJECT and to retrieve the connected documents on completion of the project where given for the same.
- d) The DAVIET and C-DAC agree to use PROPRIETARY INFORMATION only for the specific project during the term of such project.
- e) The DAVIET and C-DAC agree not to copy, reproduce or otherwise reduce to writing any Part of PROPRIETARY INFORMATION except and only as may be reasonably necessary for the PROJECT.
- f) INFORMATION disclosed by either party to the other in the form of result of the study/research originating from the projects under the agreement shall be treated as confidential and should not be shared with any third party, including and country, without the expressed permission of giving party.
- g) Both DAVIET and C-DAC will be free to publish research results out of projects under this agreement that does not contain proprietary information. In case it contains proprietary information decision to publish will be on a mutual consent basis so as to ensure protection of the related intellectual property.
- h) The non-disclosure clause will survive five years from the date expiry of this MOU.

CO-ORDINATION COMMITTEE

The following will constitute the Coordination Committee to monitor and review the collaborative program (s) between the two institutions:

- a) Principal DAV IET or his nominee(s)
- b) Director, C-DAC or his nominee(s)
- c) Project Coordinators both from DAV IET and C-DAC



The Coordination Committee shall:

- a) Review the progress of the identified programs (at least once a year)
- b) Consider new R&D proposals for the collaboration and implementation on case to case basis including IPR and financial arrangements.
- c) Consider the addition/deletion of areas of co-operation between the two institutions during review.
- d) Consider the continuance of the MoU

All disputes and differences of any kind whatsoever arising out of or in connection with this MoU that is not resolve shall be referred to arbitration. The decision of arbitrator shall be final and binding on both the parties. The rule of Arbitration and Conciliation Act, 1996 as amended up to shall apply.

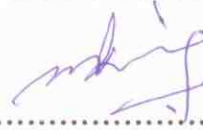
IN WITNESS WHEREOF both the parties hereto set their hands and signed the agreement on the day, month and year mentioned above. It has been executed in two originals; one has been retained by C-DAC and the other by DAV IET.

C-DAC, Mohali



.....
Sh. DK Jain
Director

DAVIET, Jalandhar



.....
Prof. (Dr.) Manoj Kumar
Principal

Witnesses:-



1. **Dr. Balwinder Singh**
Principal Engineer & Coordinator



2. **Mr. Varun Chhabra**
Project Engineer

Date: 06/06/2017

Witnesses:-



1. **Dr. Sonia Chawla**
Dean (Academics)



2. **Dr. Sudhir Sharma**
Dean (RIC)

Date: 06/06/2017