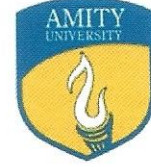




Council of Scientific & Industrial Research



Amity Universities and Institutions

MEMORANDUM OF UNDERSTANDING

Between

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH

And

AMITY UNIVERSITIES AND INSTITUTIONS

This Memorandum of Understanding (MoU), is entered into this 23rd day of July, 2019 between Council of Scientific & Industrial Research, an autonomous body registered under the Societies Registration Act, 1860 having its principal place of business at Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110 001 (hereinafter called 'CSIR' which expression shall, unless excluded by or repugnant to the context, be deemed to include its constituent laboratories/research institutes and successors and permitted assigns) of the one part.

And

Amity Universities and Institutions are established under States Act and recognized by University Grants Commission (UGC) under Section 2F of UGC Act of 1956 and having their registered office at Sector 125, Noida 201 303, Uttar Pradesh (UP). Amity Universities and Institutions, are leading research and innovation driven (hereinafter to as "Amity University" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the other part.

Background

Amity Universities and Institutions (AU) and Council of Scientific & Industrial Research (CSIR) share interests in both Research & Academics.

The two parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

Whereas, Amity University is the leading education group of India, where 1,50,000 students pursuing various courses in Universities across 1,000 acres of high-tech campus having more than 5,000 faculties. It is accredited by National Accreditation and Assessment Council (NAAC) with grade A in 2012. Amity Universities are among the many reputed Educational & Research Institutions sponsored by Ritnand Balved Education Foundation (RBEF), the Umbrella body for all Amity institutions

1

Registrar

Amity University Madhya Pradesh
Gwalior

including Amity group of Universities. The Amity Science Technology & Innovation Foundation (ASTIF) was established under Ritnand Balved Education Foundation (RBEF) encompassing all Amity Universities with aim of helping India become a global leader in the field of Science & Technology. ASTIF undertakes basic, Strategic, Applied and adaptive research in various disciplines of applied and social science including Agriculture & Food Science and Technology in cutting edge area of Science & Technology.

Whereas, The Council of Scientific and Industrial Research has emerged as the largest research and development organization in India. As of 2013, it runs 38 laboratories/institutes, 39 outreach centers, 3 Innovation Centers and 5 units throughout the nation, with a collective staff of over 14,000, including a total of 3987 scientists and 6454 technical and support personnel. Although it is mainly funded by the Ministry of Science and Technology, it operates as an autonomous body through the Societies Registration Act, 1860. The research and development activities of CSIR include aerospace engineering, structural engineering, ocean sciences, life sciences, metallurgy, chemicals, mining, food, petroleum, leather, and environmental science. In terms of Intellectual property, CSIR has 2971 patents in force internationally and 1592 patents in force in India.

Whereas, both parties viz; CSIR and Amity University realize that in the current context, working together is important to promote scientific education. Therefore, both parties are agreeable to enter into a MoU for working and cooperating with each other in using their respective expertise, knowledge and resources for promoting scientific education and research.

1. Commencement

- 1.1. This Memorandum of Understanding ("MoU") shall be effective from the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of Clause 7.

2. Scope

- 2.1. The areas of cooperation outlined in this MoU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of separate agreement between Amity and CSIR unless specifically noted herein. This MoU is not intended to be of legal force and effect in any manner whatsoever. This MoU shall not create a legal relationship between the parties.

3. Broad Areas for Cooperation

- 3.1. AU and CSIR will discuss the possibility of cooperation in the following areas:
- i. Research collaborations
 - ii. Joint PhD guide
 - iii. Student Training
- 3.2 Representatives of the Parties may agree to review the operation of this MoU from time to time.

4. Joint Contributions

- 4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. These may include:
- (a) Access to its research laboratories and assist in development of projects involving the parties.
 - (b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
 - (c) Amity and CSIR shall work specifically in the areas defined in Para (i) and Para 3.1.
- 4.2. The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

5. Confidentiality and Privacy

- 5.1. AU and CSIR recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each of CSIR and Amity covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.
- 5.2. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon signing of this MoU, and shall survive till the termination or expiry of this MoU.

6. Intellectual Property

- 6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks, & designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.
- 6.2. Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.
- 6.3. If any IPR issue emerges as a result of joint research, then a separate IPR Agreement shall be jointly agreed upon through deliberations and in accordance with Intellectual Property in laws in force.

7. Termination

- 7.1. Either of AU or CSIR may terminate this MoU by written notice to the other party. A minimum period of six months' notice will be required from a party wishing to terminate the MoU, or such shorter period as the parties may agree upon in writing.

7.2. The termination of this MoU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

8. Amendments and Supplementary Agreements

8.1. The parties may agree to amend this MoU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.

8.2. The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MoU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

9. Use of Name and Logo

9.1. No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MoU.

For and on behalf of
Council of Scientific and Industrial
Research

Name: Dr Shekhar C. Mande
Designation: Director General, CSIR

For and on behalf of
Amity Universities and Institutions

Name: Dr W Selvamurthy
Designation: President, ASTIF

Witnesses

1. Signature
Name: K. Venkateshwarin
Address: CSIR Hqs, New Delhi
1. Signature
Name: DR. MEENAKSHI SINGH
Address: CSIR Hqs. New Delhi

Witnesses

2. Signature
Name: Prof. B. C. Das
Address: Amity University, Meida
2. Signature
Name: Dr L M Bhanadwaj
Address: (Dr L M Bhanadwaj)