

Memorandum of Understanding
Between



Centre for Materials for Electronics Technology
(C-MET), Pune
And



University of Ladakh, UT Ladakh

June 2024

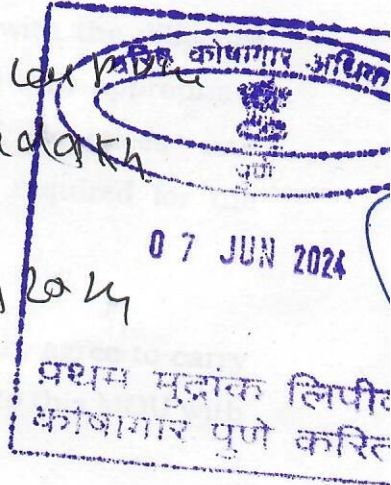


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दस्तावेज प्रकार
दस्त नोंदणी करणार आहात का? Agreement
नोंदणी होणार असल्यास दु. निबंधक कार्यालयाचे नाव
मिळकतीचे वर्षाने
सोबतला रक्कम
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता C-MET
दुसऱ्या घटककाराचे नाव व पत्ता University of Ladakh
हस्त लेखावलीचे नाव व पत्ता
मुद्रांक शुल्क रक्कम Pallavi Puroshakar
मुद्रांक विक्री नोंदणी क्र. 10293 दिनांक 14/6/2024
मुद्रांक विकत घेणाऱ्याची सही PR
परवानाधारक / मुद्रांक विक्रेत्याची सही
श्री. रामसुमार भव्यातम आगरवालकर
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**Memorandum of Understanding between
CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET), Pune
and
University of Ladakh, UT Ladakh**

This Memorandum of Understanding (herein after referred to as MOU) is made on this 20th day of June month of 2024,

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Between

The **Centre for Materials for Electronics Technology**, an autonomous scientific society Under Ministry of Electronics and Information Technology, Government of India, (hereafter referred as "**C-MET**") having its registered headquarters at Panchawati, off Pashan Road, Pune-411 008, Pune, India, as **Party of First Part,**

And

University of Ladakh, A State University by Act of Parliament having its registered office at Leh Ladakh -194101.

Whereas both C-MET and University of Ladakh, UT Ladakh, (herein after called 'Parties') desire to carry out programs for promoting 'Academic Cooperation, hereafter referred to as "**Programs**", jointly with the diligence and efficiency as desired within this MOU in conformity with appropriate Administrative, Financial, Research and Educational practices and implement all such plans and activities and reforms as required for the Program.

WHEREAS the C-MET and University of Ladakh, UT Ladakh, agree to carry out 'R&D Interactive Programs', the parties agree to enter into this MOU with the terms as follows.

1.0. OBJECTIVES OF 'R & D INTERACTIVE PROGRAM'

The major objectives of both the parties agreeing under this MOU are:

- 1.1. To promote Research interaction between both parties **in the area / subject:** Lithium Battery Disposal/Recycle, Development of Do it Yourself (DIY) Micro-controller Platform, Development of Laboratory for Incubation and Innovation and Solar Cell. (ANNEXURE-I)

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- 1.2. Advancing Technological Innovation and Promoting Sustainable Development.
- 1.3. To Facilitate academic and research interactions among duly authorized officials of both parties and associates *for training as well as Research & Development.*
- 1.4. To Increase the relevance of the academic research and consultancy in the research and product development initiatives at C-MET and University of Ladakh, UT Ladakh.
- 1.5. To collaborate / to promote sharing and exchanging information between both parties for mutual benefit and knowledge enhancement.
- 1.6. To conduct joint/collaborative research and consultancy programs to develop **Advance Robotic, 3-D Printing and Internet of Things (IoT)** for applications for commercial and strategic sectors.
- 1.7. To Integrate Industry, academic institutions interested in the development of **Automation and 3-D printing** to come on a single platform.

2.0. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the program, both parties to MOU, C-MET and University of Ladakh, UT Ladakh also hereby agree that:

- 2.1 Both the parties shall constitute a **Coordination Committee** by nominating Officials from C-MET & University of Ladakh, UT Ladakh as its nominated members. The R & D Programs shall be implemented by a Coordination Committee (*Annexure-II*).
- 2.2 It is further agreed by and between the parties that, the IPR that arise out of joint R & D Programs of C-MET and University of Ladakh, that has been developed by joint efforts will be held jointly based on separate mutually agreed terms and conditions. Whereas the IPR that

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arise out of the work solely carried out in or by either party will be that of that specific party to this MOU.

- 2.3 It is further agreed by and between the parties that, unless explicitly agreed otherwise, each Party shall undertake and continue at its expense the timely prosecution and maintenance of all Resulting IPRs which are solely owned by that Specific Party.
- 2.4 It is further agreed by and between the parties that, any material transacted between C-MET and University of Ladakh, UT Ladakh during any Program under this MOU shall be used only for scientific research purpose. THE MATERIALS SHALL NOT BE USED IN HUMANS OR IN ANIMALS.
- 2.5 It is further agreed by and between the parties that, University of Ladakh, UT Ladakh shall act as an integration partner to get Academic Institutions, Industry Associates to exchange their outcomes in the area of *Additive Manufacturing and 3-D printing*.
- 2.6 It is further agreed by and between the parties that, Notwithstanding this MOU, C-MET and University of Ladakh shall sign separate agreements / MOU for specific projects/programs with Academic Institutions.

3.0. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 C-MET and University of Ladakh, UT Ladakh also agree that during the tenure of this MOU both parties undertake on their behalf and on behalf of their contractors / subcontractors/ employees/ representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to R & D work under this MOU for any purposes other than in accordance with this MOU and they will abide by the non-disclosure of any confidential information exchanged during these R & D Programs.

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3.2 C-MET/ University of Ladakh, UT Ladakh shall not release / disclose the Materials to any other person or entity and shall ensure that no one will be allowed to take or send the Materials to any other location, unless written permission is obtained in advance from C-MET/ University of Ladakh respectively.

3.3 It is also agreed further by and between the parties that, to ensure confidentiality, parties will enter into a separate detailed Non - Discloser agreement.

4.0 FINANCE

Regarding the financial arrangements during the Project implementation, both the parties to MOU, C-MET and University of Ladakh, UT Ladakh further agree

- 4.1 That, both the parties shall submit joint collaborative projects along with associates specifying clearly on their area of activities and their budget requirements, to any government or private funding agencies for financial assistance including that for capital/revenue expenditure.
- 4.2 That, apart from the above, both the parties will engage services of their employees for the Program as envisaged in the project proposal. Both the parties will be responsible for selection, salaries, statutory obligations vis - a - vis their employees / personnel for the execution of R & D work or any other activity under this MoU. No party will be responsible for any payment, demand, compensation or claim of any nature whatsoever of any such employee / personnel of the other party.
- 4.3 That, all expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of officers / staff will be borne by the respective parties through project funds under the respective heads or from the core funds of the respective party.

5.0. INDEMNITY

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It is further agreed by and between the parties that, both the parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Program as per this MoU.

6.0 INTELLECTUAL PROPERTY RIGHTS

It is further agreed by and between the parties that, right of the IPR generated under this MoU will be shared between parties equally/ based on the proportion of financial share wherever applicable.

7.0. DURATION

It is agreed by and between the parties that, this MOU will be valid and remain in force for a period of *Five (5)* years from the date of signing of this MOU or till *two (2)* years after the completion of any joint project undertaken under this MOU, whichever is later. This MOU period can be extended for further period if necessary, in writing and by mutual consent.

8.0. TERMINATION

It is further agreed by and between the parties that, either party of this MOU has the right to terminate this MOU by giving ninety days written notice to the other party.

9.0 AMENDMENT

It is further agreed by and between the parties that, this Agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and be binding unless such amendment is recorded in writing and signed by both the parties.

10.0 NOTICES

10.1 That the parties agree and confirm that, any notice and other communications required to be served on First Party under the terms

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of this agreement, shall be considered as duly served if the same shall have been delivered to or left with or posted by registered mail to Director, Centre for Materials for Electronics Technology (C-MET), Panchawati, off Pashan Road, Pune-411008 OR its last known address of business.

10.2 That the parties agree and confirm that, any notice and other communications required to be served on Second Party under the terms of this MOU, shall be considered to be duly served if the same shall have been delivered to or left with or posted by registered mail to the Vice Chancellor, University of Ladakh, Administrative Office, Melongthang, Leh, Ladakh-194101 OR its last known address of business.

11.0 Force Majeure

That the parties agree and confirm that, for the purpose of this agreement, force majeure means an event which is beyond the reasonable control of either party, and which makes a parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other adverse weather conditions, strikes, lockouts or other similar action which are not within the power and control of the party, invoking force majeure' to prevent confiscation or any other action by the other party.

The failure of either party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this Agreement in so far as such - inability arises from an event of force majeure, provided that the party affected by such event should take all reasonable precautions due care and reasonable alternative measures to the satisfaction of the other party, all with the objectives of carrying out the terms and conditions of this agreement.

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In the event of a force majeure, the First Party and Second Party shall consult with each other, with a view to agreeing on appropriate measures to be taken under the circumstances.

12.0 ARBITRATION

It is further agreed by and between the parties that,

- 12.1 In the event of any dispute or differences arising out of or in connection with existence, validity, interpretation, extension, performance and termination of MOU, the same shall be settled amicably by mutual consultations or through the good offices of C-MET and University of Ladakh, UT Ladakh. If such resolution is not possible, then the unresolved dispute or differences shall be referred to Arbitration.
- 12.2 The Arbitration shall be conducted in India in accordance with the rules and procedures of the Indian Arbitration and Conciliation Act of 1996 or any enactment or modification thereof. The sole Arbitrator shall be the Secretary, Ministry of Electronics and Information Technology (MeitY), New Delhi-110003.
- 12.3 The venue of arbitration proceedings shall be India at New Delhi and shall be conducted in the English language. The decision of the sole Arbitrator shall be final and binding upon both the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.
- 12.4 Parties to this MOU shall continue to Perform their part under this understanding during arbitration proceedings and no payment dues or payable by any of the party to this MOU shall be withheld unless any such payment forms part of the subject matter of arbitration proceedings.

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13.0. JURISDICTION

In the event of any dispute arising out of this MOU, the parties agree that the courts of Pune jurisdiction, Maharashtra and Jammu and Kashmir and Ladakh High court only have jurisdiction.

Both the parties of this MOU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Program.

IN WITNESS WHEREOF the parties here to have caused this MOU to be signed in their respective names as on this ^{20th} day of ^{JUNE} month of ~~2024~~ ~~2024~~


Director General

**for and on Behalf
Centre for Materials**

for Electronics Technology,
सेन्टर फॉर मेटिरियल्स फॉर इलेक्ट्रॉनिक्स टेक्नोलॉजी (सी-नेट)
CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)
Dept. of Electronics & Information Technology (DeitY)
Ministry of Communications & IT (MC & IT), Govt. of India
Panchwati, Off Pashan Road, Pune - 411 008 INDIA

Place:

Date:


Vice-Chancellor



**University of Ladakh
UT Ladakh**




Place: New Delhi

Date: 20.06.2024.

Witness:

1. 
(C. Surendra (Author))
2. 
(Dr. Sumit B. Rane)

Witness:

1. 
Dr. Mohd Rafee.
University of Ladakh.
- 2.



SCOPE OF COOPERATION

The parties Undertake to promote and develop academic cooperation in the following ways:

- Joint research activities: Advance Technological Innovation, Promoting Sustainable Development, Solar cell, Lithium Battery Disposal/ Recycle, Efficiency Improvement of Solar Photovoltaic.
- Development of Do it Yourself (DIY) micro-Controller Platform.
- The basic concept of the collaboration is to exploit the scientific expertise of the C-MET for the Human Resource Development in the area of Material Science, Electronic Materials in Physics, Chemistry, Electronic Science, Technology, Geology and other relevant subjects at the Postgraduate level of University of Ladakh.
- Through this MoU: C-MET, Pune and University of Ladakh shall engage in active collaboration of teaching and research in the field of mutual interest to facilitate training as well as Research & Development
- Scientist's/Technical staff's working in C-MET can seek admission in Ph.D. program at University of Ladakh, subject to availability of seats in each academic session. The candidate/s shall be nominated by the C-MET and thereafter they have to complete the admission procedure as defined by the host institute from time to time.
- Visiting and Exchange Program - of staff for research, teaching and discussion.
- Development and promotion of the academic cooperation as mutually agreed
- The expenses on tours and joint research activities shall be borne by concerned institutions as per following arrangement- Both the institutions may invite each other's Faculty/ Scientists as Visiting Faculty to deliver lectures as per the requirement of both institution for various courses capacity building programs. However, TA and DA shall be borne by respective Institutes nominating Faculty/Scientist. Suitable honorarium may also be paid to concerned Faculty/Scientist as per rules of the respective host Institution
- C-MET Pune and University of Ladakh may invite each other's Faculty/Scientist on special occasions to develop strong linkages. Reimbursement of expenses towards travel/hospitality and honorarium under special circumstances shall be borne by respective institutions as per rules of respective institutions applicable to such Faculty/Scientist.

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- CST UP Incubation Centre and University of Ladakh shall provide short term training to scientists/Technical staffs working in C-MET in their areas of specialization on request subject to availability of bench space. The C-MET shall also reciprocate similar arrangements. The Scientist/s/ Technical staff/s etc. who undergo training at University of Ladakh as well as Faculty of University of Ladakh shall be required to pay the fee prescribed by respective institutions from time to time.
- C-MET, Pune & University of Ladakh, UT Ladakh may apply for collaborative projects jointly to national and international funding agencies and intellectual property rights on the outcome of research work will be equally shared by research groups from both institutions. The proposed research work should be within the mandate of both incubation center's and should be of high translational value
- The Scientists/Technical staff/ Faculty of CST UP Incubation Centre University of Ladakh and C-MET may be included as Resource Persons for delivering lectures on specialized topics in different academic/ Scientific programs.
- While carrying out the study at C-MET, Pune/ University of Ladakh, the Head of the Department of the discipline concerned shall act as Candidate In-charge. The above MoU will be effective for a period of 5 years starting from date of signing. The MoU shall be periodically reviewed in Joint meeting/s to assess and also to identify new areas for collaboration.

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ANNEXURE -II

Coordination Committee for implementation of R & D Programs

C-MET	University of Ladakh
1. Shri. E. Magesh, DG	1. Prof. S. K. Mehta, VC
2. Dr. R. Ratheesh, Director, C-MET, Hyderabad	2. Dr. Mohd, Rafee, Asst. Professor, Dept. of Commerce
3. Dr. Sunit B. Rane, Prog. Coordinator (A) & Scientist 'E', C-MET, Pune	
4. Dr. A. Seema, Scientist 'E', C-MET Trissur	

E. Magesh

S. Mehta