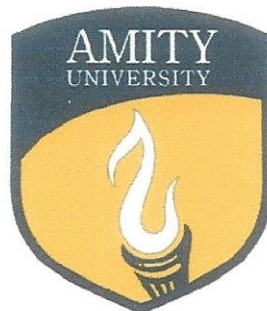


**MEMORANDUM OF UNDERSTANDING
BETWEEN**



**DEFENCE INSTITUTE OF ADVANCED TECHNOLOGY
(DEEMED TO BE UNIVERSITY),
GIRINAGAR, PUNE – 411025, MAHARASHTRA, INDIA.**

AND



**AMITY UNIVERSITIES AND INSTITUTIONS
FOR
COLLABORATION ON RESEARCH & DEVELOPMENT & EDUCATION**

MEMORANDUM OF UNDERSTANDING

The memorandum of understanding made on this 17th August 2021

By and between

Defence Institute of Advanced Technology (Deemed to be University), having its office at Girinagar, Pune, hereafter referred to as “DIAT”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

PARTY OF THE FIRST PART

AND

Amity Universities and Institutions, established under States Act and recognized by University Grants Commission (UGC) under Section 2F of UGC Act of 1956, leading research and innovation driven Institutions having head office at Sector-125, Amity University Uttar Pradesh, Sector-125, Noida-201313 hereinafter referred to as “AU” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

PARTY OF THE SECOND PART

Here in after collectively referred as “Parties” and individually as “Party”.

As per the mutual interests in the fields of research, education, training and dissemination of knowledge, DIAT and AU agree to establish a collaboration according to terms and conditions set out in the following areas as described below.

Preamble

Whereas DIAT, a Deemed to be University under the Department of Defence Research and Development, Ministry of Defence, Government of India specialized in teaching the Post Graduate Programmes and training of officers of Tri-services, Indian Armed Forces and Scientists/Engineers of Defence Research Organizations, Defence PSUs, other government agencies and civilians.

Whereas Amity Universities and Institutions which have been sponsored and promoted by Ritnand Balved Education Foundation (RBEF) has over 1,75,000 students studying across over 1300 acres of hi-tech campuses. Today Amity Education Group has 11 Universities, 28 schools and pre- schools, 17 global campuses. Over 1540 patents are filed by the faculty, Scientists and researchers. Faculty has 400+ collaborative funded projects from Government, Industry and International agencies. Amity group has 8000+ faculty including eminent scientists with diverse disciplines.

The words the two institutions in the Memorandum of Understanding refer to the Defence Institute of Advanced Technology, Pune, India and Amity Universities and Institutions, India.

1. FIELD OF CO-OPERATION

- 1.1 Co-operation between the two institutions may be established within any field related to science and technology of mutual interest.
- 1.2 Extension to other areas will be made through further amendments to the present Memorandum of Understanding, which shall be mutually agreed upon in writing by both parties and duly signed by their authorized signatories.
- 1.3 This MoU is a broad base and some of the activities could be brought under the purview of specifically drawn-up projects and specific MoU/Agreements.

2. EXCHANGE OF SCIENTISTS/FACULTY:

2.1. DIAT and AU will encourage collaboration in research areas of mutual interest. AU will welcome faculty and researchers from DIAT to visit different departments to engage in scientific research and other academic activities. Reciprocally, DIAT will welcome faculty and researchers from AU to visit DIAT in order to engage in scientific research and other academic activities.

2.2. Both institutions agree to seek financial support for co-operative activities from appropriate funding agencies. Proposals concerning the topics, persons and periods of visits will be sent within a reasonable time in advance of the proposed visit.

3. EXCHANGE OF STUDENTS

3.1. DIAT and AU agree for exchange of scholars/students, the duration and scope of such exchange will conform to the norms in practice prevailing at the host institution and may vary case to case.

3.2. The scholars / students under this programme will follow all rules, regulations and discipline as applicable to regular students of the host institution.

3.3. The participating scholars/students will continue as scholars / students of the parent institution and obtain degrees of the parent institution after due qualification.

3.4. The exchange programme will be implemented on case-by-case basis after due documentation and consultation among concerned faculty, departments and administrative units of each institution.

3.5. The resources required to meet the academic pursuit of participating scholars/students will be facilitated by the concerned Departments depending on the availability.



4. RESEARCH PROJECTS:

4.1 Efforts will be made to share information about on-going research activities in order to establish contacts and collaboration between professionals working within the same field.

4.2 Research Projects and the composition of research teams will be approved by the participating institutions. Efforts will be made to evaluate the need for participating staff and the location of the research activity.

4.3 Every research project will have a team leader (Principal Investigator), who will be responsible for reporting on the project status.

5. INTELLECTUAL PROPERTY RIGHTS (IPR):

5.1. Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by DIAT, Pune during the course of this Agreement shall be owned by ER&IPR cell of DRDO Hqrs. All intellectual property solely conceived and/or developed by AU during the course of this agreement shall be owned by AU. Intellectual property jointly conceived and/or developed by AU and DIAT will be jointly owned by AU and ER & IPR cell of DRDO Hqrs. Research articles can be published with intimation to DRDO Hqrs. Patents will be as per DRDO Hqrs guideline. Each party may use such property for research and scholarly purposes. DIAT and AU through ER & IPR cell of DRDO Hqrs will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated between DIAT and AU through ER & IPR cell of DRDO Hqrs.

5.2. DIAT and AU shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. shall be deemed to be in private domain and it shall not be made public or shared with any third party without the prior written consent of the Party which owns it. The material shall be treated as confidential for a minimum period of two years after this MoU comes to an end or as agreed from time to time in writing.

6.2 In the event of any of the Parties becoming legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

7. FUNDING AND FINANCE:

7.1 The two institutions will seek funding for the link programme from various sources.

7.2 The acquired funds will be subject to accounting procedures of the institution where the funds are operated.

7.3 The collaborating institutions will offer logistic support for initiating the collaboration and for working out draft proposals for the activities.

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8 MANAGEMENT AND ADMINISTRATION:

8.1 Negotiation, implementation and co-operation of the Memorandum of Understanding falls under the responsibility of:

Registrar
Amity University, Sector -125,
Noida, Uttar Pradesh -201313

And

Vice Chancellor / Dean (Sponsored Research)
Defence Institute of Advanced Technology (DIAT),
Girinagar, Pune — 411 025

8.2 Issues about specific activities including rights and obligations of each party shall be notified or communicated to the offices mentioned in 8.1 above. Email correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

8.3 This Memorandum of Understanding shall have a duration of 05 years and be renewable for another 5 years, unless either party gives notice of termination not later than 6 month prior to the expiration of the existing Memorandum of Understanding. However, either party can also terminate by giving written notice of termination of not less than 3 months through registered AD/speed post. This MOU may be terminated by either Party immediately, with notice in writing to other Party, if there is material breach of terms and conditions of this MOU and it has not been rectified by the infringing Party within 30 days from the date of receipt of notice.

Notwithstanding expiration or termination of this MOU for any reason what so ever, provision of clauses 5, 6 and 9.12 of this MOU shall survive such termination or expiration.

8.4 The Memorandum of Understanding will take effect upon ratification by the AU and DIAT, Pune

9 GENERAL PROVISIONS:

9.1 The two institutions will carry out research activities, as a follow up to this Memorandum of Understanding. The activities must be carried out in accordance with appropriate laws and regulation existing in each institution.

9.2 The two institutions shall initiate and exchange research publication lists and other publications relevant to the project. This will be provided with adequate security as far as intellectual property laws are concerned under the terms of this Memorandum of Understanding.

9.3 All publications resulting from the collaboration between the two institutions will be mentioned in the scientific reports of the institutions. Likewise, this Memorandum of Understanding must also be mentioned in all formal presentations which result from the collaboration.

9.4 Any notice to be given hereunder except for termination , shall be given by either party to the other , may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified , postpaid prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of

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this MOU, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

9.5 Nothing in this MoU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either Party the agent of the other Party for any purpose.

9.6 In no event will the parties be liable to each other for any incidental, consequential, special and exemplary or direct or indirect damages or for lost profits, lost revenues or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the other Party has been advised of the likelihood of damages, if the same is unintentional and beyond reasonable control.

9.7 Either party shall keep the other party its affiliates, shareholders, officers, directors, employees agents , representatives indemnified and harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to fees of attorneys) arising out of any claim, suit, action or proceeding for any act or omission of such party.

9.8 Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

9.9 The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision

9.10 The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

9.11 Neither Party to this MOU shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, epidemics, pandemics, quarantines, court orders or material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

9.12 Any disputes/disagreement, at the first place, shall be settled amicably by mutual negotiations and discussions between the parties. In case the dispute cannot be resolved within 30 days of its occurrence the matter will be referred to Chairman, DRDO and President, Amity Science, Technology and Innovation Foundation for resolution.

9.13 This MoU shall be governed and interpreted in accordance with the laws of India.

9.14 No modification of this MOU will be effective unless agreed to in writing by both parties and duly signed by the authorized signatories of the Parties.

9.15 The headings shall not limit, alter or affect the meaning of the clauses headed by them and are solely for the purpose of easy reference.

9.16 This MOU , sets forth the entire understanding of the parties , with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings , representations , conditions and all other communications relating thereto.

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity. Both copies together will constitute a binding contract.

In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned herein before.

DR. W. SELVAMURTHY,
PRESIDENT
Amity Science, Technology and
Innovation Foundation (ASTIF)

DR. C. P. RAMANARAYANAN,
VICE-CHANCELLOR
Defence Institute of Advanced
Technology (Deemed to be University),
Pune

Dr. C. P. Ramanarayanan
Vice Chancellor
Defence Institute of Advanced Technology
(Deemed to be University)
Girinagar, Pune - 411025 (MH)

WITNESSE :- 01

Signature:

Name: **Dr. Babu Lal Arya**
Registrar, Amity University Uttar Pradesh
Date:

AMITY UNIVERSITY
REGISTRAR
UTTAR PRADESH

WITNESSE :- 01

Signature:

Name: **Prof. S. K. Pawar**, Dean (SR) &
Professor, Dept. of Mechanical Engg
DIAT (DU) Pune
Date:

WITNESSE :- 02

Signature:

Name: **Dr. M. S. Prasad**
Director, Amity Institute of Space Science
and Technology
Date:

WITNESSE :- 02

Signature:

Name: **Prof. K. P. Ray**, HOD EE Dept
DIAT
Date:

Name: **Senior faculty of the department**

Prof. K. P. Ray
Head
Department of Electronics Engg.,
Defence Institute of Advanced Technology
(Deemed University)
Girinagar, Pune-411 025.