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MEMORANDUM OF UNDERSTANDING
BETWEEN
SRI AUROBINDO SOCIETY, PUDUCHERRY
AND
INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

This Memorandum of Understanding (MOU) is signed on 4th of MAY 2018, between **Sri. Aurobindo Society** (hereinafter referred to as **SAS**), which is registered as a society at Kolkata (formerly Calcutta), India under the Societies Registration Act of 1860 (Now West Bengal Act XXVI of 1961), and is having its main administrative office at Society House, No.11, St. Martin Street, Puducherry - 605001

And,

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (hereinafter called **IITKGP**) which is a reputed institution of higher learning situated at Kharagpur, West Bengal - 721302, India.

Sri Aurobindo Society and INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR may hereinafter be singly referred to as "party" and jointly referred to as "parties" or "institutions"

Preamble

Sri Aurobindo Society (SAS) is a not-for-profit organization, inspired by the vision of Sri Aurobindo and founded by the Mother, working throughout the world for individual perfection, social transformation, and human unity in diversity. It invites participation from all who want to work together for a better tomorrow, with no distinction of nationality, religion, caste or gender.

SAS has been recognized by the Govt. of India as a Charitable Organization, as a Research Institute carrying out research in the Social Sciences, and as an Institution of Importance throughout India.

SAS strives to bring change, empowerment, deeper values and excellence based on a spiritual foundation, in various fields including education, village development, sustainable development and renewable energy, health, management, youth,



women, Indian culture, media, films, television, travel and tourism, and many others.

SAS has several branches and affiliated centers across India and a few abroad.

Indian Institute of Technology Kharagpur (IITKGP) is a reputed institution of higher learning situated at Kharagpur, West Bengal, India, 721302.

SAS and **IITKGP** have expressed the desire to utilize their respective institutional strengths and expertise with them in furtherance of their mandates in diverse areas. Both parties see a great convergence in their objectives and working and are desirous of collaborating in areas jointly identified by them, including conceptual as well as action research, teaching, education, dissemination and training, in evolving and developing new models of social change, assessment, impact analysis and study, in various fields of leadership, management, culture, social and sustainable development through proper blend of science and technology with the underlying foundation of values and integrity.

Scope

This MOU is intended to express the broad understanding of the Parties and to provide a framework for working together on a specific opportunity as detailed herein subject to entering a definitive agreement. The MOU describes the scope of collaboration, the terms and conditions, intellectual property rights, responsibilities and obligations of **SAS** and **IITKGP**.

Neither **SAS** nor **IITKGP** is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other and nor does this MOU create a joint venture or any such similar relationship.

DEFINITIONS:

(The words defined will mean the same throughout the MoU unless and otherwise specified)



1. Appropriate authority: Appropriate Authority refers to the approving or sanctioning body of the institutions concerning this MOU.
2. Mutual consent: Mutual consent refers to consent of both the parties to the MOU, duly approved by the Appropriate Authority

2. Effective Dates

The MOU shall be effective from the date of signing of the MoU by the appropriate authority.

3. Validity period of the MOU

This MOU shall remain in force unless terminated as per the terms of termination specified in the MOU.

4. Coordination

Shri Ved Prakash Sharma shall be the Coordinator from **SAS** and Prof. Abraham George, Dept. of Architecture and Regional Planning, shall be the Coordinator from **IITKGP**. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

5. Areas of Collaboration

The main objective of this MOU is to collaborate in various ways, in line with their respective mandates, and thus contribute towards a transformative change in the individual, the society and the country, leading to a better India and a better world. Broad areas and fields for joint collaboration shall be decided from time to time based on mutual interest and expertise.

Following activities may be undertaken in the above-mentioned areas:

- a) Events and activities such as awareness programs, seminars, workshops, conferences, capacity building programs and establishing incubators.
- b) Research activities and programs including sponsored projects from governments, corporates etc.
- c) Collaborative programs to develop appropriate, sustainable and affordable technological innovations for social development.
- d) Training activities and programs for individual, organizational or social development, including for students and faculty.



6. Project Based Collaborations

Based on this MOU, both the parties from time to time may discuss and draw up theme based collaboration in projects with a detailed implementable action plan, specified outputs, roles and responsibilities etc. However, such specific programs would require separate detailed agreements, duly approved by the appropriate authorities of the two institutions.

7. Mutual Obligations and IPR

Each institution will adhere to the intellectual laws as prescribed by laws governing Intellectual Properties Rights in India. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programs. This joint ownership also entitles each party to explore commercialization. However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement.

Furthermore, if one institution receives any information from the other under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

8. Financing of joint activities

No financial obligation arises out of this MoU. The two institutions may consider allocating seed money to start the activities listed in areas of collaboration. In addition they may approach their funding agencies and industries to support the research programs. All financial commitments for specific programs and activities shall be described in a detailed agreement, which would be approved by each institute and mutually accepted.

IITKGP and **SAS** may provide tuition fee waivers to the visiting students. The host institute will make arrangements for local living including accommodation, food, insurance etc. at reasonable costs to visiting students and faculty. All travel costs shall be borne by the visitors or their home institution. However, various external funding sources may be explored either independently or jointly.



9. Dispute Resolution

Any dispute between the Parties arising under or related to this MOU or any other MOU's that may be signed by them in pursuance of this MOU on any specific project will be settled through mutual discussions between the parties. If the dispute remains unresolved for more than 15 days through mutual discussions, then the dispute can be referred to the provisions of Arbitration and Conciliation Act 1996.

Both Parties do hereby agree that any such claim, controversy, or other dispute between them relating to enforcement, implementation, and interpretation of this Agreement dispute will be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by mutual consensus of both the parties and if parties to this deed are not in a position to agree upon the Sole Arbitrator, the proceedings contemplated under the Arbitration and Conciliation Act, 1996 shall be followed.

The arbitration hearings, proceedings and all meetings held pursuant to this Clause shall be held in Kolkata, Delhi, and Puducherry, India and shall be conducted in English.

10. Amendments

The MOU may be amended by mutual consent through an exchange of correspondences between the two Parties. Any changes, modification, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by a written instrument, duly approved by the appropriate authority and become effective when executed and signed by both the Parties to the MOU.

11. Termination

11.1 Either Party may in general terminate this MOU or any other MOU signed between them on specific projects by giving a notice of three months in writing. However, if any specific project undertaken by both parties, by its very nature could not be shelved or dropped, abandoned or completed by either party without the participation of other party, then both parties shall be obligated to complete such projects. The termination or otherwise of this MOU or any specific project can also be a subject matter of dispute between the parties which, in the event of being unresolved mutually, can be referred to arbitration.



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11.2 There shall be no liability on the part of any Party to the other arising from the termination of this MOU provided that in case of this agreement coming to an end as aforesaid, the ongoing projects shall be completed as per the plan agreed to by **SAS** and **IITKGP** and both Parties shall fulfill their respective obligations as part of this agreement.

12. Force Majeure

For the purposes of this MOU, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

IN WITNESS WHEREOF, Sri Aurobindo Society and IIT Kharagpur each acting through its representative duly authorized to have signed this agreement on the date first above written in two original counterparts in English.

Indian Institute of Technology Sri Aurobindo Society
Kharagpur

Dean International Relations
(Authorized Signatory)

Vijay Poddar
4/5/2018
Member Executive -
Admin & Finance
(Authorized Signatory)



WITNESS:

Signature:
Name: **ANANDAROOP BHATTACHARYA**
Designation: **Associate Professor, ME
Dept, IIT KGP**

WITNESS:

Signature:
Name: **GITA P. PATEL**
Designation: **Director, Research
Sri Aurobindo Society
Puducherry.**