



Indian Institute of Technology Kharagpur
भारतीय प्रौद्योगिकी संस्थान खड़गपुर

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

DEPARTMENT OF INFORMATION TECHNOLOGY, ELECTRONICS AND
COMMUNICATION (IT, E&C), GOVERNMENT OF TELANGANA
(“GoTS”)

AND

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

2nd January, 2020

HYDERABAD



Memorandum of Understanding

This Memorandum of Understanding ("MoU") is entered on the 02nd January, 2020 ("Effective Date") at Hyderabad.

BETWEEN

Department of Information Technology, Electronics and Communications, Government of Telangana (GoTS), having its office at IT, E&C Dept, Govt of Telangana, 5th Floor, D-Block, Telangana Secretariat, BRKR Bhavan Hyderabad 500 022 and represented by its Principal Secretary **Mr. Jayesh Ranjan, IAS** (hereinafter referred to as "**GoTS**" which expression shall, unless repugnant to or excluded by the context hereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, an academic institute of national importance and a statutory body existing under the provisions of the Indian Institute of Technology (Kharagpur) Act, 1961 having its main campus and administrative office at Kharagpur 721302, West Bengal, India (hereinafter referred to as "**IIT-KGP**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second party, for the purpose of achieving the various aims and objectives relating to the proposed joint activity.

For the purposes of this MoU, GoTS and IIT-KGP shall be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS GoTS and IIT-KGP have both recognised the imperative need for scientific and engineering research to enable the infusion of AI and digital convergence technologies in various sectors, with the goal of energizing truly self-reliant development programmes for the country in the coming years. Sufficient skilled scientific and technical personnel exist at IIT-KGP, who can conduct applied research and tackle multi-disciplinary problems in the fields of Artificial Intelligence (AI), Data Sciences and Cyber Security, Robotics, Advanced Manufacturing, Life-Sciences, Aerospace, and Defence and their applications.

AND WHEREAS **GoTS** and IIT KGP are desirous to enter into a MOU between them, setting out the working arrangements that each of the parties agree are necessary to achieve academic & research-based interactions for the promotion & development of new & breakthrough technologies in the areas identified above.



NOW, Therefore, The Parties Hereby Agree as Follows:

1. AREAS OF COLLABORATION :

The parties agree to collaborate with the following understanding:

- a) To set-up a Research and Development Park (R&D Park) on a land of around 20 acres at Hyderabad, which will focus on AI, Data Sciences and Cyber Security, Robotics, Advanced Manufacturing, Life-sciences, Aerospace and Defence and shall be involved in Skilling, Research, Industrial consulting, Incubation activities and work on their applications in domains like Healthcare, Education, Agriculture, Smart Cities & Infrastructure, Smart Mobility and Transportation, and Climate Change and Security.
- b) To set up a Centre of Excellence in Artificial Intelligence ("AI-CoE") for carrying out research, and facilitating technical consultancy, training programs and addressing any other mutually agreed activities relevant to the parties herein.
- c) Explore opportunities of undertaking joint research projects seeking research funding from external funding agencies.
- d) Formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions.

2. RESPONSIBILITIES OF THE PARTIES :

i. Services to be rendered by GoTS shall include:

- a. GoTS shall provide at nominal rent, a ready-to-use (plug and play) office along with training room and staffing space of around 20,000 sq. ft. to set up the Centre of Excellence in Artificial Intelligence.
- b. GoTS shall help in providing 20 acres of land at nominal cost for the Research Park by 31st April, 2020 and 20,000 sq. ft. of aforementioned space for the AI-CoE by 31st May, 2020.
- c. GoTS may depute appropriate GoTS personnel to participate in the research project, as per mutual agreement.
- d. GoTS shall provide priority funding to the Research and Development Park (R&D Park) and AI-CoE for carrying out activities of the Government.

ii. Services to be rendered by IIT KGP include:

- a) IIT KGP shall depute faculties and students of requisite number and capabilities as required at the AI-CoE and the R&D Park.



- b) IIT KGP shall give priority and suitably reduced overhead rates for carrying out projects and programmes for the GoTS through this R&D Park and AI-CoE.
- c) IIT KGP shall identify and initiate specific research and development in the identified technical areas, and provide technical consultancy.
- d) IIT KGP shall comply with all the applicable laws and regulations for executing the research and consultancy projects pursuant to this understanding.
- e) IIT KGP shall prepare curriculum or training modules and offer training programs for skilling and upskilling the engineering students and working professionals respectively in the State
- f) IIT KGP shall also incubate start-ups working in the identified sectors

iii. Services to be rendered by GoTS and IIT KGP jointly shall include:

- a. Both parties agree to jointly approach the government and other funding agencies to raise the funds for creating the Research and Development Park.
- b. Some specific agreements related to land, training, projects etc. shall be signed later between both the parties
- c. Both parties shall jointly decide on inclusion of others to facilitate the success of the project which may include both academic and research Institutions and industry partners
- d. Facilitate development and execution of training programs and training modules for knowledge updation and capacity building
- e. Conceptualize and facilitate an Annual Conference of Artificial Intelligence related industries to provide a platform to air new ideas, innovations, technologies etc
- f. Both GoTS and IIT-KGP agree to fully cooperate and collaborate with each other for successful implementation of the MoU.

3. Term and Termination:

This MoU shall be effective from the Date of signing of this MoU and shall expire on completion of a period of 5 years unless extended in writing with mutual consent of the Parties. Either Party may terminate this MoU without cause upon thirty (30) days prior written notice to the other Party. However, any ongoing commitments and activities at the time of termination will be honoured and brought to logical completion.

4. Confidentiality and Public Announcement:

- a. During the tenure of the MoU, and thereafter for a period of 35 years both the



parties undertakes on its behalf and on behalf of its employees / representatives / associates involved during and for the purpose of the understanding to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated during the collaboration.

- b. Neither party shall alter, decompile, disassemble, reverse engineer, or otherwise modify the Confidential Information provided by the other party or any intangible or tangible objects that embody the Confidential Information used or shared under this MoU.
- c. Either Party shall not make any public announcement relating to this MoU without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties agree that any announcement concerning the execution of this MoU shall be a mutually agreed upon joint announcement.
- d. **Exceptions to the Obligation of Confidentiality:** The receiving party will not be liable for the disclosure of any Confidential Information that is: (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (b) received without any obligation of confidentiality from a third party who rightfully had possession of the information; (c) rightfully known to the receiving party without any limitation on disclosure, before its receipt from the disclosing party; (d) is the same as information that is independently developed by employees, contingent workers, and professional advisers of the receiving party; or (e) required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. The receiving party must give the disclosing party reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure.

5. Intellectual Property:

- a. No rights in or license to any intellectual property rights (including without limitation any patents, designs, know how, trademarks or copyrights) of either Party are granted, transferred or implied by this MoU to the other Party.
- b. Neither Party shall use the other Party's trademarks, logos or corporate marks without the owning Party's prior written consent.
- c. No license under any trademark, patent or copyright, or application for the same which are now filed or thereafter may be obtained is hereby either granted or implied under this MoU.
- d. Further, the intellectual property (IP) rights that arises as a result of collaborative research or activity under this MoU shall be solely and exclusively owned by IIT-KGP and shall be dealt with as per IIT-KGP's IP Policies



- e. No Party shall do any acts that may (a) adversely affect the validity or enforceability of any intellectual property right belonging to or licensed to the other Party, (b) modify, copy or reverse engineer, any intellectual property right belonging to or licensed to the other Party, (c) use any intellectual property right belonging to or licensed to the other Party for its benefit or the benefit of any third party, or (d) cause, assist, or permit any third party to do any of the foregoing.
6. **Disclaimer of warranty:** Each Party makes no warranties, either express or implied, with respect to the subject matter of this MoU. Each Party specifically disclaims the implied warranties of merchantability and fitness for a particular purpose and any warranty against infringement of any intellectual property right of any third party. All products and services, if any provided under this MoU, is provided as is, without warranty of any kind.
7. **Nature of relationship:** Nothing in this MoU should be construed as creating a partnership, agency, franchise or joint venture, of any kind, between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other Party's prior written consent.
8. **Governing Law:** All disputes arising out of or related to this MoU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of India, without reference to conflict of laws principles.
9. **Dispute Resolution:** In the event of any dispute or difference arising out of or relating to this MoU or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to Parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Hyderabad and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the Parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.



10. Language and Amendments: This MoU shall be executed in English and the English language original of this MoU shall prevail over any translation hereof into any other languages. Any provision of this MoU may be amended only by a written amendment duly signed by the Parties.

11. Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MoU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other's Party's address as stipulated on the first page of this MoU.

12. Counterparts: This MoU may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all the counterparts together shall constitute the same instrument.

13. Liability: Except for a material breach of a Party's confidentiality obligation or a violation of a Party's Intellectual Property Rights, no liability will arise or be assumed between the Parties as a result of this MOU.

14. ASSIGNMENT: The Parties hereto shall not transfer or assign any of their rights and obligations under this MoU to any other party without obtaining prior consent in writing from other Parties hereto.

IN WITNESS WHEREOF the parties have signed and delivered this MoU on the day, month and year first above mentioned in the presence of the witnesses at Hyderabad:

For IIIT, Kharagpur

Signature: S.K. Bhattacharya 02.01.20

Name: Prof. S.K. Bhattacharya

Designation: Dy. Director

Date: 02.01.2020

For ITE&C, GoTS

Signature: Jayesh Ranjan

Name: Jayesh Ranjan, IAS

Designation: Principal Secretary to Government

Date: _____

WITNESS :

1.

2. Lakshmi Saikar

WITNESS :

1.

2.