



महाराष्ट्र MAHARASHTRA

● 2020 ●

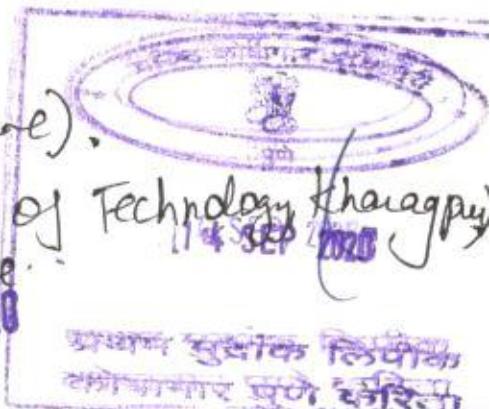
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दस्तावा प्रकार  
दस्तावा नंदणी करणार आहात का ?  
नंदणी होणार असल्याम तु. नियंत्रक कार्यालयाचे नाव  
प्रियकरीं पार्सी  
भोवडला नाव  
भूताक विन  
दुसरा नाव  
हस्त राज  
भूताक  
भूताक  
पुढाव  
पुढाव  
परस्यानाम / भूताक विनताची सही  
श्री. नव्हानन विनताचा अध्यापक  
परस्यानाम नाव  
परस्यानाम नाव

MoU

CDAC (Pune).

Indian Institute of Technology Kharagpur  
V-K Ambika  
8740 23 SEP 2020



अध्यापक भूताक विनताचा  
परस्यानाम नाव सही संस्था

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 12<sup>th</sup> day of the month of October, in the year 2020 at Pune.

#### BY AND BETWEEN

**Centre for Development of Advanced Computing**, a Scientific Society of the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act, 1950 and having its



registered address at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007, hereinafter referred to as 'C-DAC' which expression unless be repugnant to the context of meaning thereof be deemed to include his heirs, executors, administrators and assigns, of the ONE PART.

AND

Indian Institute of Technology Kharagpur, registered under The Institutes of Technology Act, 1961 (No. 59 of 1961) of Parliament of India and having its registered address at Kharagpur, India, 721302, hereinafter referred to as 'IITKGP' which expression unless be repugnant to the context of meaning thereof be deemed to include his heirs, executors, administrators and assigns, of the OTHER PART,

Hereinafter collectively referred to as "Parties" and individually as "Party"

WHEREAS C-DAC is a national initiative of the Government of India. C-DAC has been engaged in research and development activities in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Artificial Intelligence and Natural Language Processing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health, Agriculture etc.; Cyber Security including data security and cyber forensics, and in Education and Training in Electronics/Computer fields;

AND WHEREAS IITKGP is a reputed Institute of learning in India providing higher education in many of the branches of knowledge, besides excelling in research and innovating new ideas in various disciplines of Science and Engineering;

AND WHEREAS, for past few years both C-DAC and IITKGP have been enjoying mutually beneficial and rewarding interaction and relationship in contributing towards National Supercomputing Mission.

AND WHEREAS, Computer Technologies in general have become all pervasive and High-Performance Computing(HPC), Artificial Intelligence, Big Data Analytics,



in particular have applications in multiple fields of science and engineering such as Physics, Chemistry, Biology, Electronics, Health/Medical, Agriculture etc.;

AND WHEREAS, the National Supercomputing Mission (NSM) has the Expert Group on Human Resources Development (NSM-EG-HRD) as one of its constituents, which has been mandated with task of development of 20,000 HPC aware manpower in the country.

AND WHEREAS, NSM-EG-HRD proposed the concept of HPC Nodal Centres(HPCNC) at 5 institutes in the country, for the purpose of achieving its goal of training HPC aware manpower in the country.

AND WHEREAS, NSM-EG-HRD approached the Ministry of Human Resource Development (MHRD), Government of India, to identify the institutes for setting up of HPCNC and the following five institutes were identified by MHRD

- Indian Institute of Technology Kharagpur
- Indian Institute of Technology Bombay
- Indian Institute of Technology Madras
- Indian Institute of Technology Delhi
- Indian Institute of Science

**AND THEREFORE, NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREUNTO AS FOLLOWS:**

**1. PURPOSE / SCOPE:**

- 1.1 This MOU broadly defines the mode and methodology of operations and spells out the roles and responsibilities of the parties hereto.
- 1.2 This MOU being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn-up projects and specific MOU/Agreement containing specific Statement of Work, in writing, signed between the parties prior to the commencement of the work on case to case basis, defining the roles and responsibilities, scope of work, time frame, financials, intellectual property rights, commercial terms, etc., of the Parties.



### 1.3 Activities of the HPC Nodal centres:

- a. The overall objective of the HPC nodal centers would be acting as an enabler for undertaking activities which meet the goals set by NSM-EG-HRD, from time to time
- b. Bring together researchers, industry professionals, collaborators and students working in the field of HPC, Artificial Intelligence (AI) and Data Science.
- c. Conduct training activities including but not limited to
  - i. Faculty development in areas of HPC Artificial Intelligence, and Data Science
  - ii. Education and training activities for students with the curriculum of all the courses delivered laying emphasis on practical aspects
- d. Spread awareness about HPC and encourage use of HPC
- e. Generate content which can be used from a MOOC platform
- f. Conduct HPC workshops targeted towards specific audience
- g. Conduct workshops on a thematic area of HPC, AI and Data Science
- h. Update Curriculum
- i. Hosting resources for use of HPC community
- j. Collaborate with appropriate National and International agencies for meeting the goals set for HPCNC
- k. Any other areas mutually agreed from time to time.

### 2. ROLES AND RESPONSIBILITIES OF C-DAC:

- 2.1 Assist IITKGP in setting up of the lab facility to be used for conducting courses
- 2.2 Propose specific R&D initiatives for joint collaboration;
- 2.3 Assist in designing customizing courses
- 2.4 Subject to availability of NSM funds, provide required funds for running of the HPCNC, that include
  - (a) Infrastructure build-up within the space provided by IITKGP
  - (b) Manpower cost (total nos., remunerations, etc. to be decided)
  - (c) All other running costs during the entire duration of the HPCNC



### **3. ROLES AND RESPONSIBILITIES OF IITKGP:**

- 3.1 Allocate a facility of 900 sq ft. (approx.) for setting up of HPCNC
- 3.2 Recruit staff on purely temporary basis to run the HPCNC (total nos., remunerations, etc. to be decided) for its entire duration for which fund is to be provided by NSM
- 3.3 Extend facilities like Security, housekeeping etc. for smooth functioning of HPCNC
- 3.4 The hardware, software and other material provided under this MoU being property of funding agency MeitY/DST, the same to be disposed of on reaching end of life, as per policy of the funding agency.

### **4. JOINT RESPONSIBILITIES OF C-DAC AND IITKGP:**

- 4.1 To work towards achieving goals set for the HPCNC;
- 4.2 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the schedules of various activities of HPCNC from time to time;
- 4.3 Set up methodology for day to day functioning of the HPCNC and mechanism to monitor the same;
- 4.4 Ensure the safety of the personnel and material whenever placed at either end by the other party;
- 4.5 Not to use/sell/license/rent technologies/resources/material/solutions of either parties to/for any third party without prior written mutual consent of the other party;
- 4.6 Avoid deceptive, misleading or unethical practices that are or might be detrimental to third party or public at large;
- 4.7 Advertising and distribution of publicity matter subject to the specific prior approval in writing of the other Party;
- 4.8 Inform other Party in writing any material change affecting that particular Party hereunto;
- 4.9 Attend all the complaints received from other Party, promptly and extend help in whatsoever manner to complete the creation of the work, if required;



- 4.10 Respect Intellectual property of each other and obtain prior written consent before use/copy/distribution, etc.
- 4.11 Not to cause or permit anything which may damage/dilute/affect or endanger the Intellectual Property or title of other Party and to assist or allow others to do so;
- 4.12 To notify other Party of suspected infringement of Intellectual Property owned by him;
- 4.13 To strive for high degree of quality, with parsimony of time for accomplishment of developments and projects;
- 4.14 To strive for each party completing its tasks correctly in time where work of other party is dependent upon timely and correct completion of its work.

## 5. FINANCIAL ASPECTS:

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect for the works or services has been accorded through signed documents including but not limited to Statement of Works by both the parties prior to starting of the work.

## 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 other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of five 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. TRADEMARKS / TRADE NAME / INTELLECTUAL PROPERTY RIGHTS:

- 7.1 Parties acknowledge that the Intellectual Property Rights, including trademarks, trade names of any supplies made by that particular Party or on his behalf, belong to and exclusively owned by that particular Party.
- 7.2 Parties agree to protect each other's trademarks, copyrights and intellectual property rights. They also agree not to tamper with, or in any manner alter the trademark/logos or copyrights / patents of each other and shall not manufacture / produce / sell / distribute any products which infringe on the trademarks, copyrights or the intellectual property rights of each other.
- 7.3 In case it is brought to the notice of any of the Parties, that the other Party has infringed or has been infringing on the rights as set out above, that particular Party shall be at liberty to terminate this MOU without any notice and liability and the other Party shall not be entitled to any compensation for the same; moreover the other Party will be liable to pay claimed damages to that particular Party for such violations / infringement.
- 7.4 Any and all intellectual property created solely in relation to or arising out of this MOU, by any of the parties during the validity of MOU, or prior to the MOU, or after the termination of MOU shall be under the sole and exclusive ownership of that Party. Any and all intellectual property created / developed jointly; through collaborations under this MOU will be jointly owned by the parties or as decided mutually from time to time in writing.
- 7.5 Where the work is done by using Open source software, ownership distribution etc. of intellectual property in such work will be subject to the terms of applicable Open Source licenses.



## **8. RELATIONSHIP**

The relationship between Parties herein will be that of Principal to Principal and not as Principal and Agent and none of the Parties will therefore be responsible or liable for the acts/omissions/liabilities of the other Party or for any amount due and payable by the other Party to any other party. Nothing in this Agreement is intended to or shall be deemed to create an association, trust, joint venture, legal partnership or agency relationship.

## **9. DISPUTE RESOLUTION AND ARBITRATION:**

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions relating to the legality of the termination of this MOU by one Party hereto, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring out an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed mutually by C-DAC and IITKGP. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be at the place decided by the Arbitrator. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the party against whom the award is passed. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the party as the arbitrator may decide.

## **10. GOVERNING LAW:**

This MOU shall be governed by and interpreted in accordance with the laws of India. The Courts, Pune and/or wherever the cause of action occurs, shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the ambit of Arbitration.



**11. FORCE MAJEURE:**

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, or other concerted actions of workmen, material shortages, fire, floods, expositions, acts of God, acts of State, war, enemy action or terrorist action, etc.

**12. INDEMNIFICATION:**

- 12.1 Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding, for any acts and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising therefrom.
- 12.2 Parties indemnify each other that all contributions and the work are original and all necessary permissions and releases have been obtained and paid for.
- 12.3 Parties indemnify each other for any liability incurred to third parties for any use of the Intellectual Property otherwise than in accordance with this MoU.

**13. ASSIGNMENT AND TRANSFER:**

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.



**14. NON-WAIVER:**

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 or recovery of damages for breach thereof.

**15. SEVERABILITY:**

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.

**16. LIMITATION OF LIABILITY:**

In no event will C-DAC or IITKGP 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 party has been advised of the likelihood of damages, if the same is without any mens rea and beyond reasonable control.

**17. MODIFICATION:**

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

**18. NON-SOLICITATION**

Both Parties hereby covenant and agree that during the term of this MoU, both Parties shall not, directly or indirectly, solicit or attempt to solicit any business of each other from any of the Party's Customers, Customer Prospects, or Vendors with whom Parties had Material Contact during the tenure of this Agreement.

**19. INTERPRETATION:**

19.1 All references to Clauses, Sub-clauses, Schedules, Appendices and Annexures are to Clauses, Sub-clauses, Schedules, Appendices and Annexures of this MoU.

19.2 Words importing the singular number shall include the plural number and



vice versa; words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporations.

- 19.3 References to accounts, records and/or information shall include any means or modes of storage or retrieval of the same including but not limited to the computer disk, tape, cassette, microfiche, Internet, intranet and the like.
- 19.4 The Headings in this MoU are inserted for ease of reference only and the headings shall not limit, alter or affect the meaning of the Clauses headed by them.
- 19.5 The expressly defined words, terms, acronyms and phrases set out in clauses hereinabove shall prevail over any conflicting interpretation hereof.

**20. EFFECTIVE DATE, VALIDITY AND TERMINATION:**

- 20.1 This MOU shall be effective from the date it is signed by both the Parties and shall be valid till March 31, 2022 and extended further, subject to availability of funds.
- 20.2 The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties
- 20.3 This MOU may be terminated by either party by giving 180 days prior notice in writing to other party through Registered AD /Speed Post AD.
- 20.4 On the expiry or termination of this MoU forthwith to cease to use the Intellectual Property save as expressly authorized by each other Parties in writing.

**21. SURVIVAL**

Any provision by its nature is intended to survive the termination of this MoU survives termination of this MoU.

**22. ENTIRE MOU:**

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.



### 23. COMMUNICATION / NOTICE

Any communication or notice or intimation shall be addressed to the following nodal contacts, of the respective parties and sent to the registered address. E-mail 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.

#### Nominees for Nodal Contact:

From C-DAC:	Mr. Ashish P. Kuvelkar
Designation:	Senior Director (HPC Technologies)
E-mail ID:	ashishk@cdac.in
Contact Number:	+9120-25503420
Office Address:	C-DAC, Innovation Park Building, Panchavati, Off Pashan Road, Pune-411008
From IITKGP:	Prof. Pabitra Mitra
Designation:	Professor, Dept Computer Science and Engg.
E-mail ID:	pabitra@cse.iitkgp.ac.in
Contact Number:	+91-3222-82356/ 9434724097
Office Address:	Computer Science and Engineering, Indian Institute of Technology, Kharagpur, Kharagpur-721302



IN WITNESS WHEREOF the parties hereto have signed this MOU in duplicate, on the day, month and year mentioned herein before.

SIGNED, SEALED AND DELIVERED

For and on behalf of

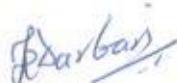
Centre for Development of  
Advanced Computing

SIGNED, SEALED AND DELIVERED

For and on behalf of

Indian Institute of Technology Kharagpur

Signature



Name: Dr. Hemant Darbari  
Director General  
Centre for Development of  
Advanced Computing

डॉ. हेमंत दरबारी  
Dr. Hemant Darbari  
महानिदेशक / Director General  
प्रगत संगणन विकास केंद्र  
CENTRE FOR DEVELOPMENT  
OF ADVANCED COMPUTING  
इनोवेशन पार्क, स.न. ३४/८/१, पंचवटी, पाशाण  
गुरुग्राम / Pune 411 008

Signature



14.06.2021

Name: Prof. V K Tewari

Director

Indian Institute of Technology Kharagpur

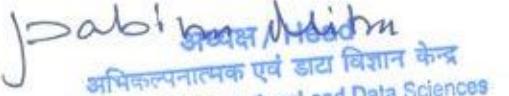
In presence of:

1. Signature 

Name: Ashish P. Kuvelkar

Designation: Senior Director

In presence of:

1. Signature 

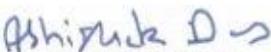
अभिकल्पनात्मक एवं डाटा विज्ञान केन्द्र  
Centre for Computational and Data Sciences

Name: Prof. Pabitra Mitra

भारतीय प्रौद्योगिकी संस्थान खड़गपुर  
Indian Institute of Technology Kharagpur

Designation: Professor

2. Signature



Name: Mr. Abhishek Das

Designation: Joint Director

2. Signature 

Name: Anandaroop Bhattacharya

Associate & Asso. Dean, IR