

125th BOG dt. 22-6-1995

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✓ 32, 33, 34

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Item No. BOG: 125-15 : To report the Memorandum of Understanding signed between M/S Optel Telecommunication Ltd, Bhopal and IIT, Kharagpur to jointly undertake research and development work in area of Optical Fibre Technology and any other related area. Details are given in the Annexure.

Recorded with approval.

Annexure-J
(P.139-140)

Item No. 15
(125th BOG)
Suppl.

ANNEAURE-J

MEMORANDUM OF UNDERSTANDING BETWEEN
M/S OPTEL TELECOMMUNICATION LTD., BHOPAL
AND
INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR
ON OPTEL-IIT FIBRE OPTICS R&D CENTRE,
KHARAGPUR

The Optel Telecommunication Ltd., Bhopal, hereinafter called Optel, Bhopal and the Indian Institute of Technology, Kharagpur, hereinafter called IIT Kharagpur, hereby agree to jointly undertake research and development work in the area of Optical Fibre Technology and any other related area. For this purpose, both the parties agree to the following MOU.

1. Optel, Bhopal and IIT Kharagpur will convert the Fibre Optics facilities at CRF, IIT Kharagpur into a joint venture "Optel-IIT Fibre Optics R & D Centre, Kharagpur", hereinafter called the "R & D Centre".
2. The scope and objective of the R & D Centre will be as under :
 - a) The R & D Centre will develop special grade preforms and optical fibres and carry out other R & D activities related to the optical fibre technology relevant to the needs of the nation in general and that of Optel, Bhopal in particular.
 - b) The R & D Centre will undertake on priority the project "Development of Technologies for Manufacturing Erbium Doped Fibres" under the Photonics Technology Development Mission (IDM) sanctioned by the Government of India and sponsored Optel, Bhopal.
 - c) The R & D Centre will undertake joint R & D Projects and other national projects and may offer consultancy services to other organisations by way of taking up developmental projects, solving existing problems and offering characterisation facilities. The Centre will promote a strong Academy-Industry-interaction.
3. Optel, Bhopal will pay a suitable matching grant to IIT Kharagpur for running the R & D Centre.
4. Optel, Bhopal will help the R & D Centre to modify and upgrade the existing fibre optics facilities at IIT Kharagpur and will depute personnel for the purpose.

5. Both Optel, Bhopal and IIT Kharagpur will jointly be responsible for running the R & D Centre. A committee consisting of the Director, IIT Kharagpur and the Managing Director, Optel, Bhopal, hereinafter called the 'Apex Committee' will decide the modalities of managing the R & D Centre.
6. IIT Kharagpur will provide necessary accommodation, medical facilities, library facilities and carrier advancement opportunities to the personnel deputed by Optel, Bhopal subject to availability and in accordance with the existing rules and regulations of IIT Kharagpur and on payment of usual charges wherever applicable.
7. Optel, Bhopal will provide suitable accommodation and local hospitality to the faculty and staff of IIT Kharagpur during their visit to Bhopal in connection with the work at the R & D Centre.
8. The progress of the work of R & D Centre will be reviewed periodically by the Apex Committee and appropriate decisions will be taken by the same as the situation demands with regard to its working, expertise and relocation of facilities, if necessary.
9. Both Optel, Bhopal and IIT Kharagpur shall have the option to seek amendment of this MOU in the greater interest of the R & D Centre.

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(V. Nagarajan) (K. L. Chopra)
Managing Director Director
M/s Optel Telecom. Ltd., I.I.T., Kharagpur
64-65, Lila Complex, Zone II, Kharagpur 721302, WB
MP Nagar, Bhopal 462011 MP

126th B.O.G. dt. 29-11-1995

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: 4 :

Item No. FC: 72-11 : To consider and approve the Memorandum of Understanding between Mr. Arjun Malhotra, a distinguished Alumni of 1972 batch, & Mrs. Kiran Malhotra of 143 Golf Links, New Delhi and Indian Institute of Technology, Kharagpur to set up a School of Networking and Telecommunications (SNT) at IIT, Kharagpur as per details given in the Annexure.

Item

Recommended for approval.

Annexure-V
(P. 28)

EM No. 11
(d. FC/126 BOG)

Annexure-V

MEMORANDUM OF UNDERSTANDING

Arjun Malhotra, a distinguished alumnus 1972 and Mrs. Kiran Malhotra of 143 Golf Links, New Delhi, hereinafter called Arjun and Kiran and the Indian Institute of Technology, Kharagpur, hereinafter called the IIT Kharagpur, hereby agree to set up a School of Networking and Telecommunications (SNT) at IIT Kharagpur. For this purpose, both parties agree to the following MOU :

Arjun and Kiran Malhotra will contribute an endowment of Rs. 3 crore for the School. For the phase 1, Rs. 1 crore will be contributed by them within 30 days of signing the MOU. The remaining part of the contribution will be given by them within the next two years.

The School will undertake Research, Development, Consultancy and Training in the broad area of Networking and Communications. The School will promote a strong Academy-Industry interaction and generate its own financial resources.

The School will assist the Departments/Centres of IIT Kharagpur in their academic programmes. It will also help to coordinate the existing activities in the area of Information Technology being pursued in the Institute.

The programmes of the School will be reviewed periodically by an Advisory Committee which will include two nominees of BOG. The Committee will recommend appropriate actions for the working and alterations/modifications of the academic programmes of the School. Director, IIT Kharagpur will be the Chairman and Mr. Arjun Malhotra or his nominee will be one of the members of this Advisory Committee.

5. The School will be headed by a Chairman/Dean who will be a Professor of the Institute and will be appointed by the Director. In addition, the School will have a small core faculty and other supporting staff. The School will have the necessary space and other infrastructure at IIT Kharagpur.
6. The name of the School will be finalised by discussion with Arjun and Kiran Malhotra.
7. Both Arjun and Kiran and IIT Kharagpur shall have the option to seek amendment of this MOU in the interest of the School.

Mr. Arjun Malhotra
143 Golf Links
New Delhi - 110003

Prof. K.L. Chopra
Director, IIT Kharagpur
Kharagpur-721302

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126th BOS dt. 29-11-1995

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Item No.FC:72-9 : To consider and approve the MCU signed between Dr. Darwish M.K. Al Gobaisi, Director General, IFFWSAT, Abu Dhabi and Prof. K. L. Chopra, Director, IIT Kharagpur for establishment of an International School of Water and Energy Systems at IIT Kharagpur as per the details given in the Annexure.

Recommended for approval.

Annexure-III
(P. 24-25)

Em No. 11
Ed. FC/126 BOG)

MEMORANDUM OF UNDERSTANDING

by Arjun Malhotra, a distinguished alumnus 1972 and Mrs. Kiran Malhotra of 143 Golf Links, New Delhi, hereinafter called Arjun and Kiran and the Indian Institute of Technology, Kharagpur, hereinafter called the IIT Kharagpur, hereby agree to set up a School of Networking and Telecommunications (SNT) at IIT Kharagpur. For this purpose, both parties agree to the following MOU :

Arjun and Kiran Malhotra will contribute an endowment of Rs. 3 crore for the School. For the phase 1, Rs. 1 crore will be contributed by them within 30 days of signing the MOU. The remaining part of the contribution will be given by them within the next two years.

The School will undertake Research, Development, Consultancy and Training in the broad area of Networking and Communications. The School will promote a strong Academy-Industry interaction and generate its own financial resources.

The School will assist the Departments/Centres of IIT Kharagpur in their academic programmes. It will also help to coordinate the existing activities in the area of Information Technology being pursued in the Institute.

The programmes of the School will be reviewed periodically by an Advisory Committee which will include two nominees of BOG. The Committee will recommend appropriate actions for the working and alterations/modifications of the academic programmes of the School. Director, IIT Kharagpur will be the Chairman and Mr. Arjun Malhotra or his nominee will be one of the members of this Advisory Committee.

5. The School will be headed by a Chairman/Dean who will be a Professor of the Institute and will be appointed by the Director. In addition, the School will have a small core faculty and other supporting staff. The School will have the necessary space and other infrastructure at IIT Kharagpur.

6. The name of the School will be finalised by discussion with Arjun and Kiran Malhotra.

7. Both Arjun and Kiran and IIT Kharagpur shall have the option to seek amendment of this MOU in the interest of the School.

Mr. Arjun Malhotra
143 Golf Links
New Delhi - 110003

Prof. K. L. Chopra
Director, IIT Kharagpur
Kharagpur-721302

Subject : Proposal based on MOU between IFFWSAT and IIT Kharagpur for setting up an International School of Water and Energy Systems.

At the invitation of Dr. Darwish M.K. Al Gobaisi, Director General, International Foundation For Water Science and Technology (IFFWSAT), Abu Dhabi, Prof. K.L. Chopra, Director, IIT Kharagpur visited IFFWSAT from October 1-8, 1995 to review the ongoing collaborative programme funded by IFFWSAT on the basis of MOU signed by the two sides on May 1994. Satisfied with the progress made, Dr. Darwish Al Gobaisi and Prof. K.L. Chopra have signed another MOU to establish an International School of Water and Energy Systems (ISWES) at IIT Kharagpur as per the following details :

1. An International School of Water & Energy Systems (ISWES) will be set up at IIT Kharagpur.
2. The School will focus on research, development, consultancy, teaching, and training and publications in the broad areas of Water and Energy Systems - The details will be worked out by an Advisory Committee for the School.
3. The School will have its own high-tech building (10,000 ft²) for the staff and computer facilities for modelling and simulation which will be paid by IFFWSAT.
4. IIT will provide infrastructural facilities such as electricity, water, telephone, airconditioning, library, etc. Existing laboratory facilities will be made available to the School for collaborative and sponsored R/D projects.
5. IFFWSAT will pay all expenses for two Chair Professors and three associate (Associate/Assistant Professor and Lecturer) faculty, and several Ph.D scholars and Post Doctoral Fellows. Initially, payments will be made in advance on an annual basis. At the end of the second and fourth years, Endowments will be created in two phases so that the interest therefrom will pay for the Chairs and other positions.

- 6. IIT will associate matching faculty and research staff from associated departments (e.g. Chemical, Mechanical, Civil, Electrical, Agriculture).
- 7. The School will be international in character subject to all rules and regulations of the IIT. It will be headed by a Chairman to be appointed by the Director in consultation with IFFWSAT. Adequate autonomy will be provided to the School for carrying out its mission and for generating its own resources.
- 8. An International Advisory Committee consisting of two nominees of the Institute and two nominees of the IFFWSAT will review the policies and performance of the School periodically. In the absence of unanimous decisions, the Chairman will refer the issues to the Director, IIT and Director General, IFFWSAT for a decision.
- 9. Both sides have the right to seek revision of the MOU by mutual discussion.

126th BOG dt. 29-11-1995

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Item No. BOG:126-16 : To report the Memorandum of Understanding signed between M/S MASTEK LTD (India Operations) and IIT, Kharagpur for the development, promotion and marketing of Software products based on RDMS INGRES.

Recorded its approval with amended para as detailed in the Annexure.

Annexure-I
(P.104-105)

Item No. BOG:126-17 : To report the Memorandum of Understanding signed between M/S Technology & Management Consultants, New Delhi and IIT, Kharagpur for the collaboration in areas like wasteland development, environmental engineering and management, rural development, aorestation and eco-system development, solar energy, minihydel projects, travel and tourism, productivity optimisation, etc. as detailed in the Annexure.

Recorded with approval.

Annexure-J
(P.106-107)

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Item No.16
126th BOG
(Suppl)

Annexure-I

MEMORANDUM OF UNDERSTANDING BETWEEN
MASTEK LTD. (INDIA OPERATIONS)
AND
INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR

M/S MASTEK LTD. (India Operations) with its corporate Office at 3E, Nandi Commercial Building, 14B, Camac Street, Calcutta-700 017, and the Indian Institute of Technology, Kharagpur, an Institute of National Importance, with its Head Office at Kharagpur-721302, West Bengal, hereafter will be known as IIT, Kharagpur, mutually agreed to work together for the development, the promotion, and marketing of Software products based on RDMS INGRES on this day the Twentieth day of November, One Thousand Nine Hundred and Ninety Five, under the following terms and conditions.

1. M/S MASTEK LTD. shall interact with concerned Depts on Database management courses.
2. M/S MASTEK LTD. shall provide Project facilities on master/undergraduate level of dissertation projects in RDMS and related areas.
3. M/S MASTEK LTD. agrees to assign feasibility studies to IIT, Kharagpur on cost basis.
4. M/S MASTEK LTD. and INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR shall jointly take up software development projects using Ingress for the third parties. M/S MASTEK LTD. agrees to sponsor seminars and workshops on Data Base Management.

IIT, Kharagpur agrees to work jointly with M/s Mastek Ltd. to train the clients on behalf of M/s Mastek Ltd. IIT, Kharagpur agrees to make available its facilities for faculty and student resources for joint work with M/s Mastek Ltd. for feasibility studies and software development using INGRES on cost basis. Both M/s Mastek Ltd. and IIT, Kharagpur agree to explore the feasibility of working jointly in other software development, marketing related areas on case to case basis in future.

Indian Institute of Technology, Kharagpur agrees not to part with any software and other resources for which the Indian Property Rights lies with Mastek Ltd. to any third party without the approval of M/s Mastek Ltd. The same condition also applies to M/s Mastek Ltd. for any software whose idea lies with Indian Institute of Technology, Kharagpur.

Signed on this day Twentieth Day of November, 1995.

For and On Behalf of
IIT, Kharagpur
I.I.T., Kharagpur

1. Sd/- D. Acharya
Dean, SRIC
20/11/95

For and On Behalf of
M/S. MASTEK LTD.

1. Sd/- R. Mukunda Rajan
Regional Business
Manager

Withnessed by :-

Sd/-
(Subhendu Das)
Sales Executive

Sd/-
(R.N. Banerjee)
Head, I.E.M. Deptt.
20/11/95

Item No. 17
126th BOG

Annexure-J

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made on this 21st day of the month of November of the year Nineteen Hundred and Ninetyfive

BETWEEN

M/S TECHNOLOGY & MANAGEMENT CONSULTANTS having its registered Office at 1090, B-1, Vasant Kunj, New Delhi - 110 070, hereinafter referred to as "TMC" (which term or expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the ONE PART

AND

INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR, an Institute of national importance created by an Act of Parliament having its registered office at Kharagpur-721 302(WB) hereinafter referred to as "IIT, Kharagpur" (which term or expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the OTHER PART.

Whereas, TMC is an organisation engaged in research, development and consultancy activities in India with necessary facilities for techno-economic feasibility studies, survey, monitoring and control of developmental projects in Delhi.

Whereas, IIT, Kharagpur offers professional education, research including sponsored research and development and training in Science and Engineering Services to students, industrial houses and other Government and non-Government professional organisations.

AND

Whereas, TMC is willing to collaborate with IIT, Kharagpur in areas like wasteland development, environmental engineering and management, rural development, aorestation and eco-system development, solar energy, mini-hydel projects, travel and tourism, productivity optimisation, etc.

AND

Whereas, IIT, Kharagpur is agreed to provide total technical and R&D support and collaborate with TMC for planning, designing and execution of such projects either on turn-key basis or any parts under the following terms and conditions.

: 2 :

ARTICLE I

JOINT RESPONSIBILITIES OF THE PARTIES

1. IIT, Kharagpur and TMC will jointly formulate specific project proposals and submit to various funding agencies for possible funding.
2. Facilities and expertise available at IIT, Kharagpur and TMC will be made available for successful execution of the project, on case to case basis.
3. IIT, Kharagpur and TMC will share the knowledge and information available with either of them for the purpose of a project, on case to case basis.
4. IIT, Kharagpur and TMC agree not to divulge the details of the project to any other third party without explicit consent of both parties.
5. IIT, Kharagpur and TMC jointly agree to share the benefits accruing out of such projects in proportion to their respective involvement, on a case to case basis.
6. IIT, Kharagpur and TMC jointly agree to provide necessary support and expertise on cost basis as and when required for a project even if the proposals is moved independently by either of the parties.

ARTICLE II

MODE OF OPERATION

1. IIT, Kharagpur may initiate a project proposal and request TMC to have liaison with different agency and make available certain expertise on cost basis to IIT, Kharagpur on case to case basis. Similarly, TMC may initiate a proposal and request IIT, Kharagpur to have liaison and make available the expertise on cost basis to TMC, on a case to case basis.
2. IIT, Kharagpur and TMC may jointly decide to initiate certain project proposals and either of the parties may be assigned to do the liaison and follow-up activities.
3. In such situations, the project contract may be awarded to either of the parties. The sharing of responsibilities and accrued benefits etc. will, however, be governed by Article III.
4. Normally in joint proposals, the project contract will be assigned to the party that has maximum responsibility and expertise.
5. For each project, an agreement shall be signed between IIT, Kharagpur and TMC specifying the mode of execution, responsibilities and sharing of benefits, etc.

: 3 :

ARTICLE III

SHARING OF THE COST AND BENEFIT

1. For each project proposal, the responsibilities for each of the activities shall be identified jointly between IIT, Kharagpur and TMC. The cost for each of such activities will be assessed independently by the party responsible for the activity. The total project cost shall be worked out based on the activities involved.
2. For all projects awarded directly to IIT, Kharagpur or part of the project awarded through TMC to IIT, Kharagpur, overhead charge as per the prevailing rules of the Institute will form part of the project cost. Similar overhead may be levied by TMC.
3. On receipt of the fund or a part thereof, the fund received will be shared based on the terms and conditions specified as per the agreement to be signed between IIT, Kharagpur and TMC for each project, on case to case basis.
4. For the purpose of the final report preparation for each of the projects, the responsibility shall lie with the party to which the contract is awarded and the other party shall provide the necessary data, design, drawing and results, etc. as may be applicable as per the separate project agreement mentioned in the Article II, Clause 5 above.

ARTICLE IV

CODE OF CONDUCT FOR THE PARTIES

1. IIT, Kharagpur agrees to assign a part of responsibility and to authorise TMC for doing necessary liaison with the sponsors, on case to case basis.
2. TMC agrees to assign a part of responsibility and to authorise IIT, Kharagpur for doing necessary liaison with the sponsors, on case to case basis.
3. TMC agrees not to use the authority and responsibility assigned to TMC by IIT, Kharagpur for any other purpose than the R&D work or the project for which it has been assigned to, on a case to case basis.
4. IIT, Kharagpur agrees not to use the authority and responsibility assigned to IIT, Kharagpur by TMC for any other purpose other than the R&D work or the project for which it has been assigned to, on a case to case basis.

ARTICLE V

ARBITRATION

1. If there is any difference between the two parties in respect of this MOU or the matters arising out of this MOU including the agreements between the two parties for specific projects, first, effort will be made to resolve it through mutual discussion. Should the difference persists, an Arbitrator will be appointed by the Director, IIT, Kharagpur, in consultation with TMC and decision will be final and binding on both the parties.

ARTICLE VI

AMENDMENTS

1. Amendments to this MCU shall be mutually made by the two parties to facilitate smooth working.

ARTICLE VII

TERMINATION AND FORCE MAJEURE

1. This MOU will be normally valid for a period of three years from this day, the 21st of November, 1995.
2. The MOU can be mutually terminated by giving three month notice by either of the two parties to the other.
3. Termination of this MOU in no case shall affect on-going projects and both parties shall ensure their successful completion on schedule.
4. In the event of extraneous factors beyond the control of either party like accident, riots, earthquake, etc., if the project has to be abandoned, neither party shall demand compensation from the other.

Sd/-

For and on behalf of
M/s Technology & Management
Consultants, New Delhi

Sd/- (D.Acharya)

For and on behalf of
Indian Institute of
Technology, Kharagpur

Witness

1. Sd/-

2. Sd/-

Witness

1. Sd/-

2. Sd/-