

पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING drawn up on this 30th day of OCTOBER 2008
(hereinafter referred to as 'MOU')

BETWEEN

Indian Institute of Technology, Kharagpur having its office at Kharagpur 721302, PO Kharagpur Technology, West Midnapore, West Bengal (hereinafter referred to as 'IIT')

AND

The Tata Iron & Steel Co. Ltd., a Public Limited Company registered under the Companies Act, 1882, having its Registered office at 24, Homi Mody Street, Fort Mumbai having its plant / Works at Jamshedpur, Singhbhum (East), in the state of Jharkhand and having its one of its manufacturing unit and works at Jamshedpur, district of Singhbhum East in the State of Jharkhand, (hereinafter referred to as 'TATA STEEL')

WHEREAS IIT, an academic institution of National importance established by the Government of India, having expertise and research facilities for imparting world class scientific and technological education at UG, PG, Ph.D and post doctoral levels, and for the application of scientific knowledge and technology to the expansion of educational opportunities in various fields including Metallurgical and Materials Engineering, is engaged in teaching and R&D and offers professional education through continuing education programme, training, research including sponsored research, and consultancy services to students, industrial houses and other Government and non-Government organizations,

AND WHEREAS the TATA STEEL is a private sector company engaged in the production of iron and steels including mining of raw materials, training and in house R&D having expertise and facilities in advanced R&D and training in the iron and steel sector and various other domains of engineering as well as industry-academia collaboration with several academic institutions in India and abroad,

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তারিখ ২৫/৭/২০০৮
জেলা—পশ্চিম মেদিনীপুর
ডাঃ ডাঃ, সুনীল কুমার, (সিডিসি),
আই.আই.টি, বাগা, হাঙ্গামপুর।
পোঃ ১১ রক ৬

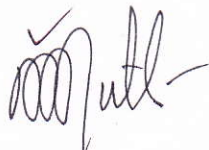
গোপাল চন্দ্র,
গোপাল ভেণ্ডার
কালকট্টোবটে, পশ্চিম মেদিনীপুর

AND WHEREAS IIT and TATA STEEL are both, by their respective instruments of establishment / incorporation and charters of responsibilities adhered to by them, dedicated to the cause of advancing industry-academia interaction and are empowered and desirous to cooperate and collaborate for the pursuit of these purposes,

AND WHEREAS the IIT and TATA STEEL are further desirous of exploring and giving effect to the possibilities of collaboration in the area of Metallurgical and Materials Engineering,

NOW THEREFORE this Memorandum of Understanding (MOU) lays down and follows:

1. That TATA STEEL would provide necessary support for creation of a position of "Tata Research Professor" at IIT in addition to the existing "Tata Chair Professor" with the sole objective of developing a strong bond between IIT and TATA STEEL and for promoting sponsored / collaborative industrial research.
2. That a search committee consisting of 2 senior faculty members of IIT to be nominated by Director, IIT and 2 senior executives for TATA STEEL to be nominated by MD, TATA STEEL would nominate a qualified person from amongst the scientists / executives of TATA STEEL having necessary qualifications, experience and achievements commensurate with the standards of IITs for appointment to the position of a Professor.
3. That the selection procedure for the position of Tata Research Professor will be the same as that for the position of Tata Chair Professor at the Department of Metallurgical and Materials Engineering at IIT.
4. That an appointment to the position of Tata Research Professor may be offered on contractual terms for a period of one year renewable maximum up to 3 years subject to the satisfactory performance of the appointee to this position.
5. That TATA STEEL upon selection of one of its employee to the position of "Tata Research Professor" will depute him / her to IIT Kharagpur from time to time to be involved in teaching and research in the Department of Metallurgical & Materials Engineering and the Steel Technology Centre, with full salary and perks entitled by such employee, annual contingency and travel expenses (for all purposes including traveling to Kharagpur / Conferences / Workshops / Symposia) as well as medical facility due to him/her. IIT would accept such a person, provide an office, rent-free furnished accommodation/guest house during his / her stay at Kharagpur and other necessary academic facilities normally provided to a Professor of this Institute.
6. That to start with, the place of posting of the person occupying the position of Tata Research Professor will be the Department of Metallurgical and Materials Engineering at IIT and all his / her other service conditions will be governed by the existing rules and regulations for the various existing "Chair Professors" and the existing leave rules for the faculty members of IIT.
7. That the incumbent to the position of Tata Research Professor will act as an interface between academia and industry and engage himself / herself in the following activities:
 - (a) Attract new funding for sponsored research and consultancy projects from TATA STEEL and other industries, and other Government and Non-Government funding agencies from India and abroad,



DA Charya

- (b) Conduct all such research/consultancy projects as in (a) above as per the existing SRIC rules of the Institute,
- (c) Coordinate participatory research programmes with industries and other Research Centres / Institutions of Excellence including those of interest to **TATA STEEL** Jamshedpur,
- (d) Guide research projects of industrial importance / design new projects and experiments,
- (e) Organize short term courses, target group meetings and special lectures / symposia / seminars,
- (f) Contribute to teaching some special courses / deliver series of lectures to the students on technological aspects beyond the scope of text book and class room teaching,
- (g) Participate in routine teaching programme as and when required and
- (h) Participate in curriculum development in the department particularly that pertains to industrial needs.

TERM OF TERMINATION

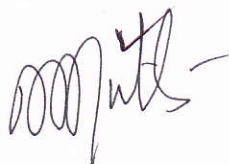
- (a) The duration of this **MOU** shall be initially effective for **five years** from the date of signing the MOU by both the parties unless and otherwise terminated or mutually extended.
- (b) **IIT** and **TATA STEEL** shall have the right to terminate this **MOU** by giving a 6 months notice in writing to the other upon any valid reasons attributable to the party other than the party issuing the termination notice However; such termination shall be effective after the end of the particular Academic Session.

DISPUTE RESOLUTION

- (a) The parties agree to use their best efforts to resolve any dispute, difference, question, issue, claim that may arise under, in relation to or arising out of or pertaining to the due performance hereof (hereafter collectively called "dispute") through good faith negotiations. Parties shall settle the dispute through their respective chief executives or such party shall meet the chief executive officer of the other in an endeavour to resolve such dispute at mutually acceptable terms.
- (b) Both the Parties undertake to implement and execute their respective obligations under the **MOU** (i.e. its true letter and spirit).

PATENT AND INTELLECTUAL PROPERTY RIGHT

- (a) Intellectual Property Right' (IPR) Policy of **IIT** shall be strictly followed in implementation of any type of project including the sponsored and collaborative research projects by **Tata Research Professor**.
- (b) IPR developed jointly by **IIT** and **TATA STEEL** out of the research projects under this MOU shall be jointly owned by both **IIT** and **TATA STEEL**. All such jointly owned IP arising under this MOU shall be fully and promptly disclosed in writing and in confidence to the other party and shall take appropriate initiative to file and prosecute such protection. Sharing of revenues from such IP shall be governed by **IIT** rules.

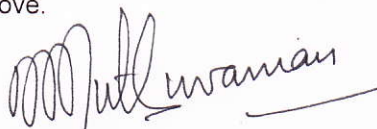



- (c) IIT shall own 'Intellectual Property' (IPR) developed by **Tata Research Professor** or the group led by him / her. IIT agrees to grant **TATA STEEL** non-exclusive usage rights for commercial exploitation of such IIT owned IPR.

PUBLICATION


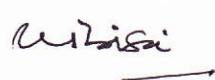
- (a) All publications arising out of any joint work carried out under this **MOU**, if any, shall be jointly authored by the relevant researchers / scientists of both IIT and **TATA STEEL**, in accordance with their contributions to the content of the publication. In the event that any external third party has contributed to such publications, IIT and **TATA STEEL** may mutually agree to their co-authorship with such external third parties.
- (b) Any written publication out of the joint research work carried out under this **MOU** shall contain the following statement: "This publication is an output from a joint research project of IIT and **TATA STEEL**".


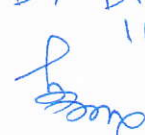
In witness whereof The Director, IIT and The Managing Director, **TATA STEEL** herein below named have appended their signature through this letter of intent of the day, month and year first written above.


Mr. B. Muthuraman
Managing Director
TATA STEEL
Jamshedpur
Jharkhand


Prof. D. Acharya
Director
IIT Kharagpur
West Bengal

Witness:

1. 
Vijay Singh Rana
2. 

1. 
(C.M. CHAKRABORTY)
DY DIRECTOR
IIT KHARAGPUR
2. 
(D. GUNASEKARAN)
Registrar
IIT Kharagpur


Office of Dean (AA&IR)
IIT Kharagpur

Dt: 17th September, 2008

Enclosed please find a copy of the MOU between IIT Kharagpur and The Tata Iron & Steel Co. Ltd., duly signed by the Competent Authority of IIT Kharagpur & Tata Iron & Steel Co. Ltd.

Registrar may kindly take necessary action in this regard.

Encl: As stated


(Amit Patra)
Dean (AA&IR)

REGISTRAR