



Office of International Relations
Indian Institute of Technology Kharagpur
Kharagpur - 721 302



Ref: 1470/2022/OIR

Date: 28.03.2022

Sub: Request for approval for Signing the MoU with Research for Resurgence Foundation (RFRF), Nagpur

IIT Kharagpur and Research for Resurgence Foundation (RFRF), Nagpur are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students.

In this regard, a draft MoU was placed in the MoU Committee Meeting on 16.03.2022. The Committee recommended several modifications, which are incorporated in the MoU. The modified draft was placed in another MoU Committee Meeting on 23.03.2022 and it was approved by the Committee. The final draft is now being placed for Director's kind approval. The MoU is proposed to be signed by the Director, IIT Kharagpur.

The approved draft is enclosed for your kind consideration and final approval.



Associate Dean IR

Dean Outreach

Deputy Director

Director

MEMORANDUM OF UNDERSTANDING

BETWEEN



निर्यात की माध्यम
Research is the Root of all Quest

RESEARCH FOR RESURGENCE FOUNDATION,
NAGPUR

AND



INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR,
KHARAGPUR - 721 302

Rs. 500/- Stamp Paper

MEMORANDUM OF UNDERSTANDING
BETWEEN
RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR
AND
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, KHARAGPUR – 721 302

_____, 2022

This Memorandum of Understanding (MoU) is made and executed at **Indian Institute of Technology Kharagpur** on _____ of the year 2022 by and between:

Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) (*Hereinafter referred as RFR Foundation*) - founded by voluntary organization Bharatiya Shikshan Mandal is registered under Bombay Public Trust Act 1950 as Trust with registration number E-3270 dated May 6, 2017. *RFRF is one of the vertical of Bharatiya Shikshan Mandal working in field of education since 1969.* *RFR Foundation* ←

AND

Indian Institute of Technology Kharagpur, is a reputed institution of higher learning situated at Kharagpur, India 721302. (*Hereinafter referred as IIT KGP*) ←

RFR Foundation and **IIT KGP** are referred to individually as a "**Party**" and collectively as "**Parties**". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal. The core objective of RFR Foundation is to bring paradigm shift in research outcome, research methodology and innovation-based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.2. The RFR Foundation has functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.3. The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.
- 1.4. **Indian Institute of Technology Kharagpur** (*hereinafter referred as IIT KGP*) is an academic Institution having expertise in Engineering and Technological advancement with latest Technical Innovations. The Institute is deeply involved in advanced research and development across all fields of Engineering and Technology.
- 1.5. **IIT KGP** is actively involved in teaching undergraduate and post-graduate students along with the research activities in various field of science, engineering and Technology.

1.6. **Purpose:**

RFR Foundation and IIT KGP are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed **activities** by and between the parties are as under:

2.1. Possible areas of collaboration between RFR and IIT KGP:

- 2.1.1. Hand holding activity for Bharatiya Universities and Higher educational institutions to foster quality research activities.
- 2.1.2. Promotion of joint entrepreneurship programmes and start-ups.
- 2.1.3. Supporting MTech/MSc/MA/MDes/MS or any master level student through RFR Foundation joint projects with IIT KGP for the duration of the project or duration of the master's programme.
- 2.1.4. Supporting regular/Dual-Degree PhD/Part Time PhD level student through RFR Foundation joint projects with IIT KGP for the duration of the project or for five years of the PhD programme or till the completion of the PhD research work.
- 2.1.5. Promote and support student(s), faculty(s) exchange programs.
- 2.1.6. Joint organizations of National and International research activities, training programs, seminars, workshops, conferences.
- 2.1.7. Incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., Post-Graduation, Under Graduation research projects and research methodology program as per NEP 2020.
- 2.1.8. Establishing a platform for converting strength & excellence in terms of infrastructure and human resource for betterment of research in the country.
- 2.1.9. Providing infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability.

- 2.1.10. Maintaining respect and dignity among other Academic associates and Industrial associates of RFR Foundation.
- 2.1.11. Recognizing RFR^{Foundation} as a workplace for research including PhD studies and post-doctoral research.
- 2.1.12. Engaging RFR^{Foundation} faculties as adjunct faculties (Assistant Professor, Associate Professor, Professor) of the university.

2.2. Industry and Academia related work for RFR Foundation:

- 2.2.1. To provide access to the knowledge resource centre of RFR Foundation.
- 2.2.2. To facilitate IIT KGP for industry-academia, academia-academia collaborations at national & international level.
- 2.2.3. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.2.4. Promotion of Research Activities in common interest area.
- 2.2.5. Privileged invitation for event(s) / program(s) organized by RFR Foundation and Bharatiya Shikshan Mandal (limited number of guests).
- 2.2.6. Display and information about facilities and opportunities at IIT KGP in the reception gallery at foundation.
- 2.2.7. Support in execution, monitoring and evaluation process of various research activities.
- 2.2.8. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.2.9. The facilities for students and faculties at concessional charges.
- 2.2.10. Consultation, unbiased evaluation of various educational processes as RFR Foundation Academic & Administrative Audit program.
- 2.2.11. Information and invitation for research events conducted by other associate members for associates' network.

ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 4: SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

ARTICLE 5: DURATION

This MOU shall be valid after its signature from the date of signing till for **THREE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions, the Parties may agree to make amendment in the MOU.

ARTICLE 6: TERMS

6.1. Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/ organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

6.2. Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

6.3. Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

6.4. Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

6.5. Confidentiality and Public Announcement

- 6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party in writing under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged in writing between the Parties pursuant to this MOU shall be held in confidence.
- 6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

6.6. License and Intellectual Property Rights

- 6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.
- 6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

ARTICLE 7: TERMINATION

- 7.1.** This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

- 7.2. Survival and binding Nature**
 - 7.2.1.** Except for Clause 6 (Terms), Clause 7 (Termination) and 8 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.
 - 7.2.2.** Except as set forth elsewhere in this MOU, Clause 6 (Terms), Clause 7 (Termination), Clause 8 (Dispute Settlement) shall survive the expiry or termination of this MOU.

ARTICLE 8: DISPUTE SETTLEMENT

8.1. Governing Law and Jurisdiction

- 8.1.1.** This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. 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 Bharat, without reference to conflict of laws principles.
- 8.1.2.** All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

8.2. Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to RFR Foundation:

Attention of: Secretary,

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsi baug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat)

Phone: 9822745768, 9422822795

Email: info@rfrfoundation.org, rfrfbharat@gmail.com Website: www.rfrfoundation.org

If to IIT KGP:

Attention of: Chairperson, CoE-IKS

Address: CoE-IKS, IIT Kharagpur, Kharagpur-721302

In witness whereof the parties hereto have signed, sealed and delivered this agreement on **April 2022** above written in presence of:

For,

**Research for Resurgence Foundation,
Nagpur, Maharashtra**

**Indian Institute of Technology Kharagpur,
Kharagpur, West Bengal**

Sign _____

Sign _____

Name: **Dr. Rajesh Biniwale**

Designation: **Director General**

Name: **Professor Virendra Kumar Tewari**

Designation: **Director**

Witnessed by:

Sign _____

Sign _____

Name:

Designation:

Name:

Designation: