

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY**

**AND**

**DEVI AHILYA VISHWAVIDYALAYA**

**FOR ESTABLISHING A**

**RESEARCH COLLABORATION PROGRAMME**

**2009**

This Memorandum of Understanding (MOU) entered into on 18<sup>th</sup> the day of March 2009

between

**RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY, INDORE,**  
hereinafter referred to as RRCAT, Department of Atomic Energy, Government of India,  
Indore – 452 013 through its Director, of the first part

and

**DAVI AHILYA VISHWAVIDYALAYA INDORE,** hereinafter referred to as DAVV,  
Indore – 452 001, through its Vice-Chancellor, of the other part.

#### **PREAMBLE**

WHEREAS RRCAT, a premier research institution in the country under the Department of Atomic Energy (DAE), has vast expertise and facilities for research in the field of particle accelerators & laser science and technology and

WHEREAS the Devi Ahilya Vishwavidyalaya (DAVV) has been carrying out research in various fields of science and engineering streams for the last four decades and

WHEREAS in order to enhance the impact of the expertise and the facilities at RRCAT and, RRCAT has been laying strong emphasis on active collaboration with other institutions of higher learning assisting Universities/Institutes in their efforts to develop human resources.



AND WHEREAS earlier, RRCAT was recognized as an affiliated institution of DAVV for research leading to Ph.D. (Science) and M. Sc. (by Research) degrees in disciplines like Physics, Chemistry etc.

AND WHEREAS RRCAT, now a Constituent Institution of Homi Bhabha National Institute, (HBNI) a deemed University, and desirous of continuing its collaboration with DAVV.

**NOW IT IS AGREED AND BETWEEN THE TWO PARTIES AS HEREUNDER:**

1. This MOU supersedes all the previous correspondence and discussion pertaining to this subject.
2. Employees of RRCAT already registered with DAVV for M.Sc. / Ph.D. will retain their enrollment with DAVV till they get their degrees. The RRCAT employees currently working in RRCAT who were working under the previous collaborative arrangement between RRCAT and DAVV but did not register i.e. whose topics of research had not yet been submitted/approved may also register if they so desire. A collaborative programme between RRCAT and DAVV for employees of RRCAT leading to Ph.D. (Science), Ph.D. (Engineering), M.E./M.Tech. and M.Sc. (by research) will be set up at the DAVV. Several scientists of RRCAT, who were recognized as guides for Ph.D. and M.Sc. may help in implementing the collaborative programmes under this MOU.



### 3. THE FELLOWSHIP PROGRAMME

- 3.1 The programme will be in 8 disciplines viz. i) Chemical Sciences ii) Life Sciences iii) Physical Sciences iv) Mechanical Engineering v) Computer Engineering vi) Electronics & Telecommunication vii) Electronics & Instrumentation viii) Information Technology for research leading to award of Ph.D. degree of DAVV.
- 3.2 The research fellows shall be enrolled with the DAVV. The topics for research by the fellows will be selected keeping in view the strengths of DAVV and their relevance to the programmes of RRCAT. The fellows will carry out research work under joint-supervision of one research supervisor each from RRCAT and DAVV. In certain cases, DAVV in order to strengthen a particular field of activity may permit supervision by a single supervisor from RRCAT recognized by DAVV. A research supervisor will be allowed to supervise a maximum of two RRCAT research fellows at a time. This may however be relaxed in exceptional circumstances by Vice Chancellor, DAVV with respect to supervisors from DAVV and by Director, RRCAT with respect to supervisors from RRCAT.
- 3.3 The research fellows could carry out their research work at both RRCAT and DAVV. The duration of research work at respective campuses would be decided through mutual discussion by the research supervisors on either side.
- 3.4 The research fellows will submit their thesis for the award of degrees to the DAVV only. The research fellows will be charged fees by DAVV as per the University norms.
- 3.5 Initially fellowship will be awarded for 3 years. Further extensions of fellowship will require recommendation of supervisors and a review of the progress of work



by an expert committee. A maximum of two extensions, one year at a time can be granted. For the first 2 years, the fellows will be Junior Research Fellows. His/her fellowship may be upgraded to Senior Research fellowship after a review to be conducted at the end of two years. The fellowship amount will be at the same level as laid down by Board of Research in Nuclear Sciences (BRNS) of DAE.

- 3.6 For effective coordination of this collaboration and for implementation of the programme, a two-member team for each discipline consisting of one member from DAVV as nominated by Vice-Chancellor, DAVV and one member from RRCAT as nominated by Director, RRCAT would be set-up. Both coordinators and the members of the team for each discipline, put together, would form a Coordination Committee. The broad domains for collaboration will be evaluated by this Coordination Committee. The coordinators from both sides would chair the meetings of the Coordination Committee every alternate year. The progress of the programme will be reviewed yearly by the Coordination Committee formed for each discipline.

#### **4. ENHANCEMENT OF RESEARCH PROGRAMMES AT DAVV WITH THE HELP OF RRCAT EMPLOYEES**

To enhance the research programme at DAVV, it is proposed to use collaboration, whereby Director, RRCAT may permit a small number of employees of RRCAT to contribute to DAVV's R&D activities and also register for M.Sc. (by Research), M.E./M.Tech., Ph.D. (Science), Ph.D. (Engineering) with the DAVV, Indore. The admission of students for these courses will be governed by DAVV rules.



**5. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU**

5.1 The MOU shall be for a period of 5 years. It will be effective from the date of its signing by the authorized representatives of the two parties.

5.2 It may be terminated after due notice of 60 days by either of the parties. In case of termination of the MOU, the research fellows already working on the programme shall be permitted to continue their work till they get their degrees.

**6. INTELLECTUAL PROPERTY RIGHTS**

The rights in any intellectual property emerging out of the collaborative programme to be carried out under this MOU will be jointly owned by the DAVV and RRCAT. The authorship in publications will also be jointly shared.

**7. CONFIDENTIALITY**

7.1 The term "Confidential Information" shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MOU or otherwise, which is in written, graphic, machine-readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MOU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure,



which is marked in manner to indicate its confidential nature and delivered to the receiving party.

7.2 For the term of this MOU, each party shall treat as confidential all confidential information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information and shall not disclose such confidential information to and third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of confidential information of like importance to prevent the disclosure of confidential information disclosed to it by the other party under this MOU.

7.3 Confidential information shall not include the information which,

- i) was generally known and available at the time it was disclosed or become generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure,
- ii) is disclosed with the prior written approval of the disclosure,
- iii) was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not



been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.

- iv) becomes known to the receiver, without restriction, from a source other than the discloser without breach of this MOU by the receiver and otherwise, not in violation of the discloser's rights.
- v) In addition, each party shall be entitled to disclose to the other parties confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.

7.4 The parties shall, upon expiry of this MOU, promptly deliver to each other, all materials in its or its employee's possession or control containing such confidential information.

7.5 The provisions of this Clause shall survive the expiry or termination of this MOU.

## 8. AMENDMENTS TO MOU

Amendment to this MOU can be made by mutual agreement through a written request by the parties hereto or their authorized representation.



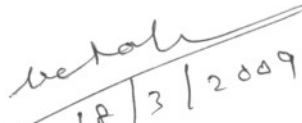


9 SETTLEMENTS OF DISPUTES

Any dispute arising in relation to or in connection with this MOU between the parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the parties shall refer the said dispute for arbitration, to the sole arbitrator appointed by the parties hereto and the decision of the arbitrator shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration. Such arbitration proceeding shall be held at Indore IN WITNESS WHEREOF both the parties hereto have set their hands, on the date and year hereinabove mentioned.




For and on behalf of  
18/3/09  
Devi Ahilya Vishwavidyalaya



For and on behalf of  
18/3/2009  
Raja Ramanna Centre for Advanced Technology

Witnesses:

1) S. V. Tokelkar  
(Dr. Sanjiv Tokelkar)

2)   
J.K. MITTAL  
Head, LSED

## ANNUAL BUDGET

Sr. No.	ITEM	
1.	Amount of Fellowships and Contingency	Amount as per norms of the DAE
2.	Advertisement Charges in local news papers	Rs. 1,00,000/- p.a.
3.	Brain Storming Sessions – 3 Sessions of 2 days, one in each category (10 Scientists from RRCAT and equal number from the DAVV)	Rs.1,00,000/- p.a.
	<b>Total</b>	<b>Rs.2,00,000/- + Fellowship</b>