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Manish Tomar

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**MEMORANDUM OF UNDERSTANDING MADE AND ENTERED INTO BY AND  
BETWEEN:**

**Smart Materials and Devices Laboratory, Multidisciplinary Research Centre,  
Miranda House, University of Delhi  
Delhi, India**

**AND**

**Radhey Hari Government Post Graduate College, Kashipur  
Kumaun University Nainital**

**FOR**

**Academic and Research Cooperation  
between**

**Smart Materials and Devices Laboratory,  
Multidisciplinary Research Centre,  
Miranda House, University of Delhi**

**and**

**Radhey Hari Government Post Graduate College, Kashipur  
Kumaun University Nainital**

**10-01/2024**

**Smart Materials and Devices Laboratory,  
Multidisciplinary Research Centre,  
Miranda House, University of Delhi,  
Delhi-110 007, India**

**And**

**Radhey Hari Government Post Graduate College, Kashipur  
Kumaun University Nainital**

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**Memorandum of Understanding (MoU)**



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*an*

## 1. THE AGREEMENT

1.1 This Memorandum of Understanding made and entered into on this 10/07/2024 Day, between **Radhey Hari Government Post Graduate College, Kashipur Kumaun University Nainital** with its location at Kashipur , Uttarakhand (hereinafter called the **R.H.G.P.G College** expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.2 **Smart Materials and Devices Laboratory, Multidisciplinary Research Centre, Miranda House, University of Delhi**, with its location at University of Delhi, Delhi-110007 (hereinafter called the MRC-MH which expression shall where the context so admits include its successors and permitted assigns) of the other part.

## 2. PREAMBLE

2.1 WHEREAS The **R.H.G.P.G College** is engaged in R&D activities in the field of Material Science and Condensed Matter Physics.

2.2 WHEREAS The MRC-MH is engaged in R&D activities on growth and characterization of thin films, bulk and 2D materials for sensing and energy harvesting applications.

2.3 WHEREAS The MRC-MH and The R.H.G.P.G College is desirous of collaborating for exchange of students, project staff, faculty members and researchers, for knowledge sharing, collaborative research and mutual sharing of scientific equipment.

2.4 And whereas R.H.G.P.G College and MRC-MH have mutually agreed to sign a MoU under which exchange of students and project staff will be selected by mutual agreement between the home institution and the host institution. Furthermore, information sharing on research and educational programs, sharing of teaching/learning materials and other literature and scientific equipment relevant to their educational and research programs would be made on mutual agreement during the tenure of MoU.



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A handwritten signature in blue ink, appearing to be "B. Ch".

### 3. SCOPE OF MoU

The agreement details the terms and conditions financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of The MRC-MH and The R.H.G.P.G College pertaining to the project

### 4. FINANCIAL ARRANGEMENT

The MRC-MH and The R.H.G.P.G COLLEGE shall bear the financial inputs for the collaboration as follows:

- 4.1 The host institution will waive application fees, entrance fees and tuition fees of the exchange students or project staff for training or internship.
- 4.2 Transportation, accommodation, food, clothing, and other personal costs including the medical health insurance and medical care, as applicable, will be the personal responsibilities of the visiting students or staff themselves.

### 5. MODALITIES OF COLLABORATION


- 5.1. The respective responsibilities of the MRC-MH and the R.H.G.P.G COLLEGE and schedule of fulfilment thereof shall as be mentioned in section 6 & 7.
- 5.2. MRC-MH and R.H.G.P.G COLLEGE shall jointly identify their areas of study that includes growth, and characterization of thin films, bulk and 2D materials for sensing and energy harvesting applications and development of detector electronics.

### 6. RESPONSIBILITIES OF MRC-MH

- 6.1. MRC-MH shall provide the research facilities to the R.H.G.P.G COLLEGE for as per the protocol drawn up and agreed to between the parties.
- 6.2. MRC-MH shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the information and data disclosed to it by the R.H.G.P.G COLLEGE under this MoU.

### 7. RESPONSIBILITIES OF THE R.H.G.P.G COLLEGE



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- 7.1. The R.H.G.P.G COLLEGE shall provide the research facilities to MRC-MH for as per the protocol drawn up and agreed to between the parties.
- 7.2. The R.H.G.P.G COLLEGE shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the information and data disclosed to it by MRC-MH under this MoU.

## 8. RESULTS OF PROJECT

- 8.1. Any intellectual property rights (patent/design/copyrights/trademarks) obtained by the parties hereto pertaining to the project prior to signing of the agreement shall remain the property of that party; the other party shall have the right to commercially exploit/use the intellectual property in consideration of mutually agreed terms.
- 8.2. The intellectual property that is (knowhow /process /design /technique /patents/ copyrights) generated in the project shall be jointly owned by The MRC- MH and the R.H.G.P.G COLLEGE; wherein the extent of the ownership shall be decided mutually depending upon the relative inputs (intellectual/ technical/ financial/ physical) made by the parties hereto to the project.
- 8.3. The procedural formalities for securing and maintaining the intellectual property rights (patent/design/copyrights/trademarks), if any generated in the project, and the expenditure incurred thereof shall be the responsibility of the party filing the patent. The joint or individual party for filing the patent will be on the basis of mutually agreed terms. The question of whether intellectual property rights should be secured and the territory where these shall be secured shall be decided by The MRC-MH and the R.H.G.P.G COLLEGE.
- 8.4. The parties shall consult each other for any publication in respect of the project. These publications (papers, report etc.) shall be in the names of the research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative programme between the parties.
- 8.5. The parties shall be allowed to relocate the equipment in either of the institutions those are purchased in the project where Principal Investigator and Co- Principal Investigators are from the R.H.G.P.G COLLEGE and the MRC-MH with prior permission from head of institutions and proper procedure.

## 9. UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED

- 9.1. The party shall have the first option to commercially use the intellectual property generated in the PROJECT provided such option is exercised by the party within 12 months of completion of the PROJECT. In such an event the fees or royalty and other terms and conditions for the commercial use of the said intellectual property by the PARTY shall be decided mutually between The MRC-MH and the R.H.G.P.G COLLEGE for which a separate agreement shall be entered into.

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- 9.2. The R.H.G.P.G COLLEGE shall have the right to license the intellectual property generated in the PROJECT to other if the party fails to exercise the option within stipulated period or having exercised the option fails to commercialize the intellectual property within (24 months) from the date of exercise of such option. In such an event the terms and conditions for licensing to other shall be settled mutually between the R.H.G.P.G COLLEGE and The MRC-MH.
- 9.3. The PARTY shall have the right on (exclusive / non-exclusive) basis to commercially use the intellectual property generated in the PROJECT for a period of (5 years) from the date of commercial production. After the expiry of the exclusive period, The R . H . G . P . G COLLEGE shall have the right to license the intellectual property to others. In such an event the terms and conditions for licensing to others shall be settled mutually between the R.H.G.P.G COLLEGE and the MRC-MH.
- 9.4. The PARTY shall have the right to license the intellectual property generated to others with the approval/concurrence of the R.H.G.P.G COLLEGE. The terms and conditions for licensing shall be settled mutually between and the MRC-MH.
- 9.5. The premia/royalty accrued from licensing of the intellectual property to the other party(ies) shall be shared between the R.H.G.P.G COLLEGE and The MRC-MH in a ratio to be mutually decided depending upon the relative inputs to the PROJECT and in transfer of intellectual property to other party(ies).
- 9.6. During the work envisaged under the agreement in the event of the MRC-MH scientists exploring, inventing, or discovering results other than the specific objectives of the PROJECT, the MRC-MH shall retain absolute rights on such results. The MRC-MH shall first offer such results to the PARTY on negotiated terms by entering into a separate agreement. In case the PARTY does not accept the offer, the MRC-MH be free to release such results to other parties without any obligations to the PARTY. Same terms and conditions would be applicable in the event of the staff members of The R.H.G.P.G COLLEGE exploring, inventing, or discovering results other than the specific objectives of the PROJECT.

## 10. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as but not limited to Acts of God, wars, riots, serious floods, strike, lockouts, epidemics, civil commotion, typhoons, earthquakes, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.

If the force majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

## 11. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

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- 11.1. The agreement shall be effective from 10/02/2024 and shall remain in force for a period of 10 Years from the said date.
- 11.2. The agreement shall terminate on the expiry of the period, unless extended by both the parties.
- 11.3. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a 3 months' notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of the party's right to terminate this agreement.
- 11.4. In the event of termination of the agreement vide clause 13.3, the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.
- 11.5. The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement.

## 12. NOTICES

- 12.1. All notices and other communications required to be served on the PARTY under the term of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with, or posted by registered mail to the PARTY at its last known address of business. Similarly, any notice to be given to the R.H.G.P.G COLLEGE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the R.H.G.P.G COLLEGE at its registered address in New Delhi.

## 13. AMENDMENTS TO THE AGREEMENT

- 13.1. No amendments or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.


## 14. ASSIGNMENT OF THE AGREEMENT

- 14.1. The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.
- 14.2. Jurisdiction: In case of violation of agreement, the matter will be subjected to New Delhi jurisdiction only.

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## 15. ARBITRATION

- 15.1. The parties shall make every effort to amicably resolve by direct informal negotiation any disagreement or dispute arising between them pursuant to or in connection with this Agreement.
- 15.2. Any difference /dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High court, New Delhi. This Guidelines are as per the Hon'ble High court of Delhi.

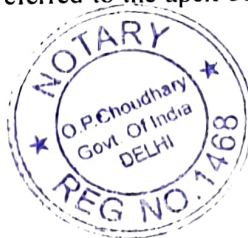
## 16. GENERAL PROVISIONS

- 16.1. During the period of the MoU both parties shall promptly disclose to each other, all or any improvements or modifications made on the material sensors and energy harvesters and/or its electronics out of the protocol drawn up and agreed upon between the parties described under sections 5, 6 and 7 above.
- 16.2. This MoU shall be the sole repository of the terms and conditions agreed to herein by the between The MRC-MH and The R.H.G.P.G COLLEGE.
- 16.3. Either Party to this Agreement shall be entitled to request an amendment or modification to this Agreement by submitting its request in writing to the other Party. If the other Party agrees to amend this Agreement, the amendment shall take effect after it is signed by both Parties.
- 16.4. Prior to the effectiveness of any such amendment, the original terms and conditions of this Agreement shall remain in full force and shall only be superseded after the signature of the amendment by both Parties and then only to the extent specifically provided in such amendment.
- 16.5. The Parties may cancel the agreement either wholly or in part by giving three (3) months' written notice by registered mail.

## 17. MANAGEMENT

- 17.1. An apex body with Principal, Miranda House, University of Delhi and Principal, Radhey Hari Government Post Graduate College, Kashipur, Kumaun University as members shall monitor the implementation of this MoU and provide decisions on managerial and financial related matters.
- 17.2. Any unresolved issue shall be referred to the apex body.

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**18. CONFIDENTIALITY**

- 18.1. Each Party shall have the responsibility to keep confidentiality of the techniques, technical documents and information obtained from the other Party arising out of the protocol drawn up and agreed upon between the parties described under sections 5, 6 and 7 above. Both Parties shall not disclose any of them to any third party unless otherwise explicitly agreed by the Parties.
- 18.2. Neither of the two Parties shall disclose the content of the Agreement to any third party without the written permission of the other Party.

**19. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

**20. RELATIONSHIP**

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purposes as may be required. But such an instance should be communicated by the user to the other party in writing beforehand.

**21. POINT OF CONTACTS**

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties are mentioned below:

**FOR THE MRC-MH**

Prof. Monika Tomar, Professor,  
Department of Physics, Miranda House

**FOR THE R.H.G.P.G COLLEGE**

Prof. Mahipal Singh,  
Professor,  
Department of Physics,  
R.H.G.P.G College

This MOU is executed between the R.H.G.P.G COLLEGE and MRC-MH at New Delhi on this Tenth January, Two Thousand and Twenty-Four.

**22. SEAL OF PARTY**

Monika Tomar



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IN WITNESS WHERE OF, the Parties hereto have entered and agreed to this Agreement effective as of the day and year first above written.

SIGNED and delivered:

For and on behalf of

FOR THE MRC-MH

FOR THE R.H.G.P.G COLLEGE

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Principal  
Miranda House  
University of Delhi



प्राचार्या/Principal  
मिरांडा हाऊस/Miranda House  
दिल्ली विश्वविद्यालय/University of Delhi  
दिल्ली/Delhi-110 007

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Principal  
R.H.G.P.G College  
Kumaun University

प्राचार्य

राजेश्वरी राजकीय स्नातक महाविद्यालय  
काशीपुर-24 1713 (उत्तर प्रदेश)

In the presence of

FOR THE MRC-MH

FOR THE R.H.G.P.G COLLEGE

*Monika Tomar*

Prof. Monika Tomar,  
Professor,  
Department of Physics,  
Miranda House

*Mahipal Singh*

Prof. Mahipal Singh,  
Professor,  
Department of Physics,  
R.H.G.P.G College

*Mallika Verma*

Dr. Mallika Verma  
Advisor, Governing Body



ATTESTED

Notary Public, Delhi

10 JAN 2024