



महाराष्ट्र MAHARASHTRA

2021

BH 606601



श्री. सी. टी. आंबेकर

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made at Mumbai on this 15th day of December, 2021 by and between University of Mumbai, a state-owned university having its office at Mahatma Gandhi Road, Mantralaya, Fort, Mumbai- 400001, hereinafter referred to as 'MU' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the FIRST PARTY;

AND

Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhawan, 2 Rafi Marg,

New Delhi-110001 and represented by CSIR-National Institute of Oceanography, a constituent laboratory of CSIR with its headquarters, located at Dona Paula, Goa 403 004, hereinafter referred to as '**Second Party**' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the SECOND PART.)

University of Mumbai and CSIR-National Institute of Oceanography are hereinafter collectively referred to as '**Parties**' and individually as '**Party**'.

WHEREAS the University is one of the oldest and premier Universities in India. It was established in 1857 consequent upon "Wood's Education Dispatch", and it is one amongst the first three Universities in India. The University was accorded 5-star status in 2001 & 'A++' grade status in September 2021 by the National Assessment and Accreditation Council (NAAC). It has been granted University with Potential for Excellence (UPE) status by UGC and PURSE Scheme by DST.

WHEREAS CSIR-NIO is a premier multi-disciplinary oceanography institute in India with headquarter in Goa and three regional centres at Mumbai, Kochi and Vishakhapatnam. It is engaged in research activities in physics, chemistry, biology and geology/geophysics of the ocean as well as marine instrumentation and ocean engineering.

CSIR-NIO deals with all aspects of oceanography, from coast to deep-sea, in the Indian Ocean region. With the largest collection of ocean scientists in the country, and equipped with suitable ocean research infrastructure, CSIR-NIO serves as an advanced centre of education in ocean sciences. It has a School of Oceanography under the Academy of Scientific & Innovative Research (AcSIR). In addition, it is a recognized centre for doctoral research by a large number of universities.

WHEREAS THE PRESENT collaboration is essential to promote academic and research association which will facilitate exchange of ideas, development of new knowledge, and enhance high quality research acumen between the PARTIES.



**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

Objectives

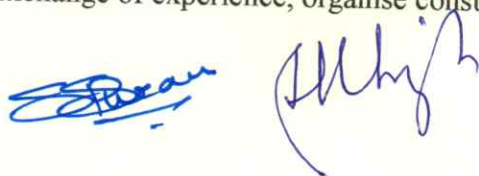
1. Collaborations, Engagements and Exchanges between the Centre of Excellence in Maritime Studies (CEMAS), Department of Biotechnology, Department of Lifesciences, Department of Physics, Department of Geography, Ratnagiri Sub campus, Sindhudurg Sub campus of MU and CSIR-NIO.
2. Collaborative efforts in framing and implementing academic and research programs.
3. Sharing faculty in a blended mode for academics.
4. Collaborate on Twinning or Joint Academic Programs.
5. Development of joint proposals for basic and applied research on topics of national interest, including setting up innovation/incubation centres and development and dissemination of societal technologies.
6. Joint Ph.D. guidance by faculties and scientists.
7. Sharing of research facilities.
8. Initiation of professional development programs and capacity building efforts.
9. HRD programs.
10. Participation in CSIR-NIO cruise programs.

Subject Areas of Research Cooperation

1. Oceanography
2. Material Science
3. Deep Sea/Ocean Exploration
4. Environmental Physics
5. Biotechnology
6. Hydrography
7. Environmental Science

Academic and Allied Activities

1. Exchange of scientists, academics, and research scholars for the purpose of research, training and consultations.
2. Exchange of experience, organise consultations and mutual visits and conduct lectures.



3. Enable staff and students of PARTIES to participate in conferences and symposia.
4. Undertake scholarly co-operation in the fields of scientific research and develop academic contacts between faculty members of PARTIES. In addition, the PARTIES shall promote undergraduate and postgraduate students' mobility by encouraging them to participate in academic courses, summer courses and in other programs, BUT strictly subject to the existing rules of placement of either PARTY.
5. Exchange of expertise and scientific and technical information.
6. Organization of scientific and technical seminars / workshops / conferences and training courses on problems of interest to the PARTIES.
7. Cruise participation, BUT subject to the norms and regulations in force at the time for such participation.
8. Other forms of scientific and technological cooperation as may be mutually agreed upon by the PARTIES within the scope of this understanding.

Financial Implications

It is agreed between the Parties that in undertaking the obligations or provisions of this Memorandum of Understanding, no financial implications or consequences shall be created or borne by the First Party (University of Mumbai). The Parties shall bear their respective costs of carrying out the collaborative activities envisaged under this understanding. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the Parties.

COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) will be constituted with members from both the parties as under to ensure implementation of this MoU. SCC will be chaired by Pro-VC or his nominee. SCC will review the progress of the work periodically, at least twice a year.

Confidentiality

Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.

All information and documents to be exchanged pursuant to this MoU shall be kept confidential by the PARTIES and will be used subject to such terms as each PARTY may specify. The PARTIES will not use the information for purposes other than that specified without the prior written consent of the other PARTY.



All confidential information shall remain the exclusive property of the disclosing PARTY. The PARTIES agree that this MoU and the disclosures of the confidential information do not grant or imply any license, interest or right to the recipient in respect of any intellectual property rights of the other PARTY.

Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the PARTIES and exchanged under the supervision of this MoU will not be transmitted to a third party, unless otherwise agreed by the PARTIES

Indemnity

Both Parties agree and undertake to indemnify, defend and hold harmless the other Party against all losses, liabilities, claims and damages, costs and expenses, whatsoever suffered or incurred arising out of or in connection with or as a consequence of a breach or non-performance of obligations, provisions or covenants under this Memorandum of Understanding.

Intellectual Property

- a. Both Parties agree and undertake that they shall not use any intellectual property including copyright, patents, trade secrets, rights in computer software, domain names and trademarks belonging to the other Party.
- b. Notwithstanding the above, it is specifically agreed that either party shall not use the logo or trademark belonging to the other Party in any manner whatsoever, without the prior written consent of each other.
- c. Any research publications arising out of the academic and joint research projects shall be jointly published by both the PARTIES.
- d. If any Intellectual Property (IP) is generated under this agreement, the patent application will be filed jointly for which the Parties shall enter into a separate agreement, that will specifically provide for ownership, management and commercialization rights to such IP.
- d. In case research is carried out solely and separately by the PARTY or the research results are obtained through the sole and separate effort of the PARTY, the PARTY concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned PARTY.
- e. All intellectual property(ies) held by a PARTY prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property



is held, disclosed or introduced shall remain the property of the PARTY disclosing or introducing it.

- f. Results obtained by either PARTY prior to the joint research work developed in the context of this understanding or in the course of cooperation but outside the MoU shall belong to the said PARTY.
- g. The PARTIES shall not assign any rights and obligations to any third parties without consent of the other PARTY.

Governing Law

This Memorandum of Understanding shall be governed and construed in accordance with the Laws of India.

Dispute Resolution

The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this Memorandum of Understanding, or its interpretation will be submitted for amicable resolution by the Parties. In the event that the Parties do not resolve the dispute within a maximum period of 60 (Sixty) Business Days from the date of the initial request for a meeting between the Parties to resolve the dispute, such dispute will be submitted to the Honorable Vice-chancellor University of Mumbai, whose decision shall be final and binding on both parties.

Amendment

Any amendment or modifications of the terms of this Memorandum of Understanding shall be valid only if executed in writing by the Parties.

Validity

This Memorandum of Understanding shall be valid for a period of FIVE years from the date of its execution. The term of the Memorandum of Understanding may be extended by mutual consent of the Parties.

Termination

In case it is found by two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutual agreement in writing without any liability on either party. Either of the Parties may terminate the MoU by giving 3 months' notice in writing to other party. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the Program to which the students have been admitted before the date of servicing the notice of termination.



Assignment

Neither Party shall be entitled to transfer or assign or outsource, whether in part or full, any rights and/ or obligations hereunder without the prior written consent of the other Party.

Force Majeure

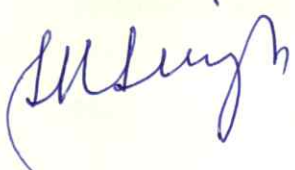
Both parties shall be released from their respective obligations in the event of national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance impossible.

Counterparts

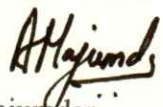
This Memorandum of Understanding shall be executed in 2 (two) counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

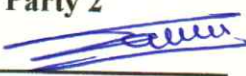
University of Mumbai	CSIR-NIO
	
Sudhir Puranik	Prof. Sunil Kumar Singh
Registrar	Director

For Party 1


Dr. Anuradha Majumdar

Witness:

For Party 2


Witness:

Dr. Samir R. Damare