MEMORANDUM OF UNDERSTANDING

Between

Jawaharlal Nehru University, New Delhi-110067

And

Dr. Ambedkar International Centre
Ministry of Social Justice and Empowerment
Government of India, New Delhi-110001
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered at Dr. Ambedkar International Centre, Ministry of Social Justice and Empowerment, New Delhi-110001.

on 30 - 11 - 2018

Between

Dr. Ambedkar International Centre, Ministry of Social Justice and Empowerment, 15 Janpath, New Delhi, including its successors, assignees and legal representatives (hereafter to be known as the First party).

And

Jawaharlal Nehru University, New Delhi including its successors, assignees and legal representatives (hereafter to be known as the Second Party).

BACKGROUND OF PARTIES

Jawaharlal Nehru University has collaborated with Universities across the world in research projects, conferences, and publications. It has many active MoUs with International and National Universities and exchanges faculty and students with them regularly. They also host the Indian segment of some international degree programmes.

Several academic Centres of the university have been declared by the University Grants Commission (UGC) to be ‘Centres of Excellence’. These are the Centre for Historical Studies, the Centre for the Study of Social Systems, the Centre for Political Studies, the Centre for Economic Studies and Planning, the Centre for the Study of Regional Development, and Zakir Husain Centre for Educational Studies, all in the School of Social Sciences. In addition, three Science Schools – School of Physical Sciences, School of Life Sciences and School of Environmental Sciences – have also received UGC’s recognition as Centres for Excellence. The Centre for English Studies, School of Language, Literature & Culture Studies, has also been identified for Departmental Research Support under the Special Assistance Programme of the UGC. JNU itself has been given the status of the ‘University of Excellence’ by the UGC.

Dr. Ambedkar International Centre at 15 Janpath, New Delhi was inaugurated by the Hon’ble Prime Minister of India on 7th December 2017. It was envisaged that this Centre would be a Centre of Excellence for study, research, analysis and policy feed and advocacy in various fields of Social sector. It will work on reducing discrimination and exclusion, and monitor progress towards more inclusive societies. The Centre will also conduct training programmes for officers and entrepreneurs.
The main focus of the Centre will be to reduce Socio-political and Economic inequalities. Research in socio-economic field will be conducted by the scholars from select universities both in India and abroad to reduce discrimination and exclusion, monitor progress towards inclusion, design and conduct training programmes for creating entrepreneurship skills, and to start in house attachment for refresher programmes for officers, students, researchers, teachers and entrepreneurs. To meet the objectives of qualitative research, DAIC will focus on research works on Dr. Ambedkar and his Vision of Developed India, Transformational and Developmental Aspects of Buddhism, Policy Feed and Policy Advocacy and Sustainable Development and Livelihood through various activities in its schools. These researches will not only be used to support industry and business houses but also to back all branches related to social sciences aiming to uplift the life of people. DAIC will have its own infrastructure and divisions for achieving its aims and objectives.

PURPOSE

The Parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further promotion and understanding of high performance in research training and organizing various programmes including conferences, seminars, symposia and lecture series. The purpose of this MOU is to define the areas for fundamental, academic research in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework between DAIC and JNU in the Field with a view to benefiting from each other’s initiatives and working procedures and to support collaboration among the researchers associated with both Parties.

SCOPE

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each Party’s contributions, deliverables.

THE PARTIES INTEND TO:

I. Strengthen the ties between DAIC and academia to make collaborative efforts in the fields of research and training.

II. Make joint efforts for creating a knowledge bank which may be used to facilitate scholars, researchers and policy makers.

III. Offer exchange of faculty to the mutual benefit of both institutions and also to pave the way for academics to take sabbatical and spend time in innovation and research.

IV. Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest and to co-supervising post-graduate students.
V. Exchange academic materials and publications.
VI. Conduct lecture programmes, seminars, symposiums, and other types of academic discussions and undertake joint research attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills.
VII. Conducting study tours and joint consultancy work.
VIII. Pave the way for academics to take sabbatical and spend time in industries.
IX. Organize regular capacity building programmes for start-ups and entrepreneurships and to engage students and scholars in internship programmes both at DAIC and JNU.
X. Prepare ground for induction of technological knowhow of the industry and administration in academia for better research and policy feeds.
XI. Prepare a common ground for the industries, institutions, universities, organizations, ministries, research centers and agencies for sponsoring/awarding projects to DAIC and JNU for activities related to academic and policy research and policy advocacy and capacity building for start-ups and entrepreneurships.
XII. To prepare a solid ground for setting up and running the Centre of Sustainable Development at JNU by giving intellectual inputs.
XIII. Both DAIC and JNU will be having rights on intellectual property and knowledge products created through collaborative efforts.
XIV. Provide free of cost mutual access to facilities available at their campus for purpose of fundamental academic research.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between DAIC and JNU.

COORDINATION

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from DAIC, and a programme coordinator from the side of JNU will periodically review and identify ways to strengthen cooperation between the two institutions.

INTELLECTUAL PROPERTY RIGHTS

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum. Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the
registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld. DAIC shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

TYPES OF COOPERATION

The parties agree to the following types of cooperation:

I. The major thrust areas which would be considered for any joint research and related activity will be as follows:

II. All Areas related to Socio-economic Transformation

III. Policy Research and Advocacy in all areas of Social Science

IV. Studies on Dr. Ambedkar: Facets of His Personality, His Contributions, His Vision and His Legacy

V. Studies on Peace, Progress and Transformational Aspects of Buddhism

VI. All Areas of Sustainable Development and Livelihood

INDUSTRY-ORIENTED COLLABORATIVE RESEARCH

I. In case of industry or corporate sector collaborative research, both the parties agree to have collaborative efforts in the following types of research activities/projects-

II. Research related to promoting innovation, entrepreneurship and start-up culture among students/faculty in the respective in institution, industry/corporate sector

III. Collaborative research and consultancy that may lead the client or the two parties to devise methods for socio-economic transformation and sustainable development.

IV. JNU may initiate PhD programs with the sponsorship from the industry/institutions and corporate sector as per the University guidelines for students-teacher ratio. Professors/Associate Professors from DAIC will co-supervise the research programme.

V. The joint research projects i.e. between industry and University can be considered with funding from government funding agencies or the industry or both.

VI. To support research activities and to create strong bonds between the two parties (DAIC and JNU) and the industries or corporate sector a proposal may be prepared for the creation of industrial chair for the duration of research project only. The duration of the Chair may sustain if the research project sustains. But in such case, the Chair may be competent to assist research project. In case the Chair cannot handle the project, it may be replaced by a competent one.
VII. Later separate proposal may be prepared both by JNU and DAIC and the same should be sent to the ministry of corporate affairs/micro small and medium enterprises/labour and employment/ for financial help for establishment of a Chair of permanent nature.

VIII. Prepare training programmes for students and industrial staff.

IX. Provide visiting faculty/experts from industry for interaction with staff and trainees.

X. Start-up entrepreneurship programme. Course will be structured by DAIC & JNU and implemented by the industries.

XI. Involvement of industry in Faculty Development Programmes (FDPs)

XII. Rendering help for students’ internships and placements

XIII. Guidance/mentoring in setting-up of Incubation Centre

XIV. Help in setting-up Technology and Innovation Centre

XV. Prepare ground for seed funding by Industries for the companies incubating in the University technology incubator.

XVI. Invited industries for the catalyst program, that is, industry support for marketing and commercialization for any product, for the incubating companies.

XVII. Help in setting-up Technology and Innovation Support Center Network, with the aim of mentoring the innovators (in the University) and help them manage their Intellectual Property Rights (IPRs).

SEPARATE PROVISIONS FOR PROJECTS

Any specific joint projects with legally binding obligations will be set forth in separate agreements. Such special agreements for research programmes will be mutually decided by both the parties.

Research products resulting from joint research (Industrial property, intellectual property, patents, reports, prototypes etc.) are to be shared, while research products resulting from one party’s participation in the other party’s research programme would belong to the party hosting the research programme. Though on the request of the other party the research hosting party may share the result with the approval of the competent authority.

MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.

This MoU shall be effective from the date it is signed by both the parties.

Within the broad framework of the MoU, Dr. Ambedkar International Centre and Jawaharlal Nehru University, New Delhi can work on joint research, academic exchanges, development of facilities etc.
Any financial commitment for joint activities under this MoU shall be subject to the approval by the Competent Authorities of the respective organizations.

The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Director, DAIC, shall be the internal coordinator from Dr. Ambedkar International Centre, New Delhi whereas an officer of the same level from Jawaharlal Nehru University will be the internal coordinator from JNU. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.

NON DISCLOSURE

Either party shall not provide or disclose any confidential information related to the other party, acquired during the cooperation or exchange stated herein, to a third party.

FINANCIAL IMPLICATIONS

This MoU places no financial obligations or supplementary funding commitments on either party. These activities will be defined through separate programme agreements, detailing the commitment of resources (financial or otherwise) required from each institution. Subsequent programme agreements must be approved in advance in writing by the authorized representatives from both Parties. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the parties may also seek funding for collaborations from Government and related agencies.

This MoU is also on broad based understanding between the parties and does not place any financial liabilities on any of the parties. In case there is joint financial involvement between both the parties for any Workshop/Seminar/Conference, it would be decided on event basis in advance. In case of preparing knowledge/research reports, if it involves any financial liability, it would be decided mutually.

VALIDITY

The Memorandum shall remain in force for a period of FIVE years commencing from effective date. Institutions may extend the term by written agreement signed by both after review. This MoU may be terminated by either Party with advance written notice of at least thirty (30) days.

AMENDMENTS/MODIFICATIONS

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

LEGAL EFFECT

This MoU, shall in all respects, be governed by and construed in accordance with the laws of the Republic of India.
Any unresolved dispute, shall be referred to the Director, DAIC and Jawaharlal Nehru University, New Delhi and an independent arbitrator involved with mutual consent in accordance with Arbitration and Conciliation Act, 1966 and rules framed there under. Arbitration shall be conducted at New Delhi. The decision of arbitrators so reached shall be final and binding on both the Parties. Language of arbitrator shall be English.

Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MoU illegal and all clauses, except the severed clause shall be valid and binding on both parties.

**DISPUTE RESOLUTION**

In case, there be a dispute relating to any aspect of academic cooperation, Director, DAIC and the signatory officer from JNU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

**SEAL OF THE PARTIES**

In witness whereof, the Parties represented by their authorized representatives, set forth their hands on this day, month and year, first stated above, agree to and accept this MoU to be signed in the presence of the following witnesses:

In witness whereof, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

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