



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed at Board Room of MNIT Jaipur on 01.01.2019 between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

Leibniz-Institut für Polymerforschung Dresden e.V., having its campus at Hohe Str. 6 D-01069 Dresden, Germany (hereinafter referred to as **IPF** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

Whereas

Malaviya National Institute of Technology, Jaipur is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

Leibniz-Institut für Polymerforschung Dresden e.V. is a public funded research institution and one of the largest polymer research institute of Germany. The IPF is committed to carrying out application-oriented basic research for the development of materials, technologies, and systems to ensure both quality of living and sustainability. The polymer materials address innovations for further development in, e. g., medicine, transport and mobility, as well as energy efficiency and advanced communication technologies.

1. Scope of MoU:

The subject of cooperation is the scientific collaboration in the field of polymer research.

Both the parties in principle agree to work in the following areas of collaboration:

- a) Student and faculty /scientists exchange,
- b) Partnering and supporting each other through joint research initiatives/projects,
- c) Offering joint courses/workshops/research programs in areas of common interest

Other academic activities such as organizing conferences/seminars. This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction as well as work together in the future for their mutual benefit to foster a collaborative framework as defined above, and does not create any financially or 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, and budgets.

2. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of **three years (03) from signature on**, thereafter extendable upon review of activities and mutual interest.

3 Collaboration / Financials/Liability:

The partners agree to make rooms, equipment, facilities and infrastructures available to the other partner within the scope of their possibilities for the purpose of realization of the objectives under this MoU, as well as measures during stays of guests of the other partner. This will be stipulated in separate agreements.

Both the Parties shall check and use possibilities to obtain financial support with respect to each individual research project separately.

In no event, whether a claim arises in contract, indemnity, tort, including negligence, strict liability, or otherwise, shall a Party be liable to the other under or in connection with this MOU. In no case any financial or contractual liability on one party would be transferrable on the other party.

4 Rights to Results

The inventions and developments that are made under this MoU shall be owned by the partner who made them. Each institution will adhere to the intellectual laws of their respective nations. Concerning joint results and inventions, the partners shall agree on the registration of joint inventions under this MoU and will conclude separate contractual regulations for that purpose.

5 Publications, Lectures

Publication of results under this Agreement shall be pursued. Consent from the other contractual partner however has to be obtained each time and will not be unfairly denied.

If parts of the results are published by one partner, then the originator shall either be involved as the author or shall be quoted as the author.

6 Organization of Collaboration

IPF appoints as its representative: Prof. Dr. A. Fery

MNIT appoints as its representative: Dr. Kamendra Awasthi

7 Confidentiality

The partners have the obligation to use the technical documents and information obtained from the host institution under this Agreement solely for exercising this Agreement; all information that has been determined as confidential shall be treated with confidentiality for a period of 5 years after the exchange has been ended.

The obligation does not extend to such documents and information, knowledge and experience that demonstrably:

- a) are a matter of commonly known or published state of technology, or

- b) was known to the other contractual partner from its own work, at the time of entering this agreement, or
- c) has been made obvious after entering this agreement, without any fault of the other contractual partner, or
- d) has been made available to the other contractual partner through a third party without violating any secrecy commitment.

- (2) However, according to this regulation information is not considered to be commonly known, if
- a) the general principle is known publicly or to the recipient whereas the application in this particular regard is not commonly known
 - b) it presents a combination of information known publicly and to the recipient, which itself is not commonly known

8 Notice

- 3.1 Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

9 Effective Date, Term, Written Form

This cooperation agreement becomes valid with the signatures of both parties and shall remain in existence for 3 (three) years. Extensions shall be possible. Notice of termination requires written form.

Modifications of this cooperation agreement require written form.

Both partners shall ensure that all differences of opinion arising from this contract will be settled by mutual agreement.

In witness thereof the parties have set their hands and seal on the day month and year first written.

For
**Malaviya National Institute of Technology,
 Jaipur**



**Director MNIT Jaipur
 Name and designation of signatory**

Witness:

1) 

2)

For
**Leibniz Institut für Polymerforschung Dresden e. V.
 Germany**

25. JAN. 2019

Name and designation of signatory


 Prof. Dr. B. Voit
 CSO & Managing Director


 A. v. Dungern
 CFO & Managing Director