

INTENT OF MEMORANDUM OF UNDERSTANDING

M.1.1 The INTENT OF MEMORANDUM OF UNDERSTANDING (MoU) is made and entered into force this 30th day of October two thousand and twenty between IDEAL SENSORS, GF1 NRM Foundation, 9 Ekambaram Estate Main Road, Porur, Chennai - 600116, Tamil Nadu (India) represented by Proprietrix herein after referred as 'IDEAL SENSORS' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns),

AND

M.1.2 INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH, a premier Research and Development organization of Department of Atomic Energy having its registered office at Kalpakkam – 603 102, Tamil Nadu, represented by its Director, herein after referred as 'IGCAR' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns)

M.2 PREAMBLE:

M.2.1 Whereas the IDEAL SENSORS established in 2004 being the Manufacturers, Suppliers, Wholesalers of precision-engineered high quality range of Electronic Sensors and Instrumentation, Control and Automation. IDEAL SENSORS is a client driven organization offering superior quality Electronic/ Electrical Sensors and Instrumentation in timely manner to reputed clientele like ISRO, DAE, ONGC and several academic institutions across the country. Some of the Industrial Range of products which IDEAL SENSORS deal include Wireless Tranceivers, Wireless Data Loggers, Power Control Modules, Precision Frequency Counters, Sensors and Sensor Electronics, Power Control modules among a range of other products.

M.2.2 Whereas IGCAR is an Atomic Research Centre established under the Department of Atomic Energy, India in 1975 carrying out research and development activities related to Fast breeder reactor technology, material development and characterization, Non-destructive testing and basic sciences

and encourages societal application of these technologies through interaction with various universities and R&D organizations

M.2.3 Whereas both IDEAL SENSORS and IGCAR are convinced about the mutual benefit of forging formal linkage to develop new collaborative program in the area of Autonomous Gamma Dose Logger (AGDL). Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

M.3 SCOPE OF WORK AND RESPONSIBILITIES:

M.3.1 The two organizations after considering their objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest:

- ❖ Fabrication of Autonomous Gamma Dose Logger

M.3.2 Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of this project under this intent of MoU separately.

M.3.3 A four member Steering Committee shall be constituted with two members each nominated by IDEAL SENSORS and IGCAR to identify and co-ordinate the specific areas/activities under this intent of MoU and finalize the terms and conditions thereof.

M.4 CONFIDENTIALITY AND IPR-PROTECTION

M.4.1 Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for the purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information will be kept in confidence and the party receiving the confidential information agrees to prevent the disclosure to any other person or persons outside the organization or any other unauthorized persons except to the organization authorized by

either of the parties hereunder on need to know the basis for the execution of the work.

The obligations that are created under this intent of MoU on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the intent of MoU and agreement and after their expiry/termination.

M.4.2 Both parties shall not file any application for seeking intellectual property rights (IPR) in its own name or in the name of its associates or any other person(s) on any matter relating to the information disclosed to each other under this intent of MoU. However, they can seek intellectual property rights on joint name of the parties as mutually agreed on case to case basis.

M.4.3 Intellectual property generated during the activities under the intent of MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual input made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

M.5 PUBLICATION

M.5.1 Publications if any, in respect of the activity under this intent of MoU shall be in the name of involved personnel from both the parties. In all publications (Papers, Reports etc.,) it will be duly acknowledged that the work has been carried out by IDEAL SENSORS and IGCAR under this intent of MoU between the parties.

M.6 DURATION

M.6.1 This Intent of Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same, and thereafter can be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.

M.7 TERMINATION

M.7.1 Notwithstanding the clause 6, this Intent of MoU may be terminated by either party by giving three months notice in writing to other party. Either of the parties shall honour within the mutually agreed period, the outstanding commitments, if any, as on the date of termination.

M.8 NOTICES

M.8.1 All notices and other communications required to be served on IDEAL SENSORS under the terms and this intent of MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail to IDEAL SENSORS at this office in Porur, Chennai 600116. Similarly, any notice to be given to IGCAR shall be considered as duly served, if delivered at or posted by registered mail to the IGCAR at its registered office in Kalpakkam – 603102.

M.9 ARBITRATION

M.9.1 In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute and in case of differences of opinion between the said two arbitrators, then by an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue or arbitration shall be at such place as may be fixed by the Arbitrators or Umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996.

M.10 JURISDICTION

M.10.1 All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

M.11 MODIFICATION

M.11.1 No modification to this intent of MoU shall be binding unless made in writing and signed by both parties.

M.12 FORCE MAJEURE

M.12.1 Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, act of God or other causes beyond control of parties.

IN WITNESS WHEREOF, the parties hereto have signed the Intent of Memorandum of Understanding on 30th day of October two thousand and twenty.

For and Behalf of IDEAL SENSORS

For and behalf of Indira Gandhi Centre
for Atomic Research

Signature



Name: Ms. KRITHIKA RAJAGOPALAN

Signature

Name:

Designation: PROPRIETRIX

Designation:


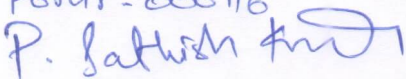
Seal:



Seal:

Witnesses (Name & Address)

Witnesses (Name & Address)

1. 
A.K. GOWRI DONRAJ
Plot. 40, Elkambatam Est. Min. Rd
Postur - 600 116
2. 

P. SATHISH KUMAR.
NO: 358 BAZZAR St
minnal - 632510