

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Homi Bhabha National Institute, a Trust registered under the Bombay Public Trusts Act, 1950 and a deemed to be university, having its office at 2nd floor, BARC Training School Complex, Anushaktinagar, Mumbai, - 400 094, represented by its Registrar, (hereinafter referred to as "HBNI") which expression shall unless it is repugnant to the context or meaning thereof, include its representatives, nominees, affiliates, and/or assigns of HBNI, its Constituent Institutions (hereinafter referred to as CIs) and Off Campus Centre (OCC) of HBNI, of the **FIRST PART**

AND

Indian Institute of Science, a Trust registered under the Charitable Endowments Act of 1890 and a centrally funded Technical Institution, a Deemed to be university and an autonomous body funded by Ministry of Education, Government of India and having its Registered Office at Sir. C. V. Raman Road, Bengaluru, Karnataka – 560 012, represented by its Registrar, (hereinafter referred to as "IISc") which expression shall unless it is repugnant to the context or meaning thereof, include its representatives, nominees, affiliates, and/or assigns of IISc, of the **SECOND PART**;

1. Preamble

The Indian Institute of Science (hereinafter referred to as IISc), is a premier institution dedicated to the research, teaching and application of science and engineering. The Homi Bhabha National Institute (hereafter referred to as HBNI) is a Deemed to be University of high repute established under the aegis of the Department of Atomic Energy ("DAE"), Government of India. For the purpose of academic activities and programmes, the following units of DAE are the Constituent Institutions (CIs)/Off Campus Centre (OCC) of HBNI:

- a. Bhabha Atomic Research Centre (BARC), Mumbai
- b. Indira Gandhi Centre for Atomic Research (IGCAR), Kalpakkam
- c. Raja Ramanna Centre for Advanced Technology (RRCAT), Indore
- d. Variable Energy Cyclotron Centre (VECC), Kolkata
- e. Saha Institute of Nuclear Physics (SINP), Kolkata
- f. Institute of Plasma Research (IPR), Gandhinagar
- g. Institute of Physics (IoP), Bhubaneswar
- h. Harish-Chandra Research Institute (HRI), (Prayagraj)
- i. Pata Memorial Centre (TMC), Mumbai



- j. Institute of Mathematical Science IMSc), Chennai
- k. National Institute of Science Education and Research (NISER), Bhubaneswar

The institutions at S.No. (a) to (j) are the CIs and (k) is the OCC.

RECOGNISING the longstanding collaboration and cooperation between IISc and some of the CIs/OCC of HBNI, while continuing the existing programmes as of present, there is a scope of further expansion of the existing collaboration and cooperation, IISc and HBNI, collectively referred to as “Partner Institutes” or “Parties” and individually as “Party”, hereby agree to create a long-term institutional partnership in education and research, according to the broad framework set forth in this Memorandum of Understanding (MoU).

2. Objective

To create a long-term institutional partnership in education and enhance collaborative research in the areas of mutual interest, both in the extent and scope, by using the medium of research students enrolled in the partner institutes.

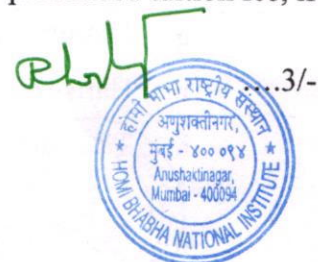
3. Modalities of cooperation

3.1 A student registered under a supervisor for Ph.D. in one Partner Institute (hereafter Referred to as Parent Institute) can have a co-supervisor from the other partner Institute. To that end, the Supervisor from the Parent Institute of the student will identify and seek concurrence of a faculty member from the Partner Institute to take up the responsibility of being a co-supervisor. The arrangement will come into effect after the supervisor and the co-supervisor obtain approval for the same from their respective institute.

3.2 The Ph.D. students in one Partner Institute may carry a part of the course work in the other Partner Institute with credit transfer. In particular,

- a) The courses to be credited to the student for attending a course in the Partner Institute will be determined by the Parent Institute of the student in consultation with Partner Institute.
- b) To facilitate the process of a student attending a course in the Partner Institute, the supervisor of the student in the Parent Institute will put up the proposal (in consultation with appropriate academic bodies of the Department) to the Dean Academic Research (IISc/Dean (HBNI) — as the case may be. This will be as per PhD regulation in vogue in partner Institute.

3.3 The Parent Institute shall be responsible for paying to the Partner Institute the prescribed tuition fee, if



any, for participation of its students in the course work conducted at the Partner Institute, as per rules.

3.4 The exchange of faculty for lectures and research for short periods shall be further strengthened.

3.5 A mechanism shall be formulated to identifying research areas of mutual interest of partner Institute.

4. Intellectual Property

Subject to terms and conditions as agreed, information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property (Potential IP) solely conceived and/or developed by IISc during the course of this MoU shall be owned by IISc and shall be dealt as per the IP policy of IISc. All intellectual property solely conceived and/or developed by HBNI during the course of this MoU shall be owned by the HBNI and shall be dealt. Intellectual property jointly conceived and/or developed by HBNI and IISc will be jointly owned by HBNI and IISc ("Joint IP"). Each Party may use such property for research and scholarly purposes. HBNI and IISc agree to collaborate towards the protection, if appropriate, and application of such Joint IP for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties.

5. Confidentiality

Confidentiality: Under this MoU, it may be necessary for one Party to receive information that maybe proprietary and confidential in nature for the other Party. The Parties agree and undertake to keep confidential the confidential information shared, for a period of three (3) years from the date of disclosure by the disclosing party, save where such information is already in the public domain or later becomes part of the public domain through no fault of the receiving Party or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other. Neither Party shall use the information of the other Party except to the extent required to enable the performance of this MoU. Both the Parties will strive to ensure that any information generated during the currency of the MoU, will be used for ordinary research and educational purposes only.

6. Term and Termination

This MoU becomes effective from the date it is signed by the Parties and will be valid for a period of five years. The MoU shall be extended by mutual written consent. In case one Party wishes to annul the MoU,



written intent to that effect will have to be communicated. The MoU in that event will cease to be operative from the completion of one month from the date of notice. However, the commitments already made under this MoU before its lapse or termination will be fulfilled.

7. Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, flood, Earthquakes, Strikes(s), Lockouts(s), Epidemics, Riots, Civil Commotions, etc., provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

8. Settlement of disputes

If any dispute or difference disagreement arises out of implementation to this MoU will be settled as per Ministry of Law & Justice, Department of Legal Affairs OM No. 334774/DoLA/AMRD/2019 dated 31.03.2020.

9. For implementation of this MoU, the following will be the contact persons.

From HBNI

(i) Dean, HBNI

(ii) Dean Academic of the CI/OCC

From IISc.

(i) Dean, Physical and Mathematical Sciences



10. Approval

In MoU with the above terms of participation, the authorized representatives of the **Indian Institute of Science** and HBNI, hereby affix signatures.

Signed on.....26..... day of September , 2023.

For and on behalf of

Homi Bhabha National Institute

Sign.....

Name: **Prof. P. Christopher Selvin**
Title: Registrar **प्रो. पी. सी. सेल्विन / Prof. P. C. Selvin**
कुलसचिव / REGISTRAR

होमी भाभा राष्ट्रीय संस्थान
HOMI BHABHA NATIONAL INSTITUTE
प्रशिक्षण विद्यालय परिसर, अणुशक्ती नगर, मुंबई - ४०० ०९४
Training School Complex, Anushakti Nagar, Mumbai - 400 094

Witness No. 1



Suresh Nair

Dy.Registrar

Homi Bhabha National Institute

Training School Complex

Anushaktinagar, Mumbai 400094



For and on behalf of

Indian Institute of Science

Sign.....

Name: **Capt. Sridhar Warriar (Retd.)**

Title: Registrar **ಶ್ರೀಧರ ವಾರಿಯರ್ (ಸೇವಾನಿವೃತ್ತ)**

Capt. Sridhar Warriar (Retd.)
ಕುಲಸಚಿವರು/ಕುಲಸಚಿವ/REGISTRAR

ಕಾರ್ಯಾಲಯ: ಬೆಂಗಳೂರು ಸಂಯೋಜನೆ/ಭಾರತೀಯ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ/INDIAN INSTITUTE OF SCIENCE
ಬೆಂಗಳೂರು/ಬೆಂಗಳೂರು/BENGALURU - 560 012

Witness No.2



Prof. Rajesh Sundaresan

Department of Electrical

Communication Engineering,

Indian Institute of Science,

Bangalore 560012