



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

Confederation of Indian Industry, a Society Registered under the Societies Registration Act, 1860, having its Central Office at 105, Kakad Chambers, 132, Dr Annie Besant Road, Worli, Mumbai – 400 018, which is represented by Dr. Rajesh Kapoor, Regional Director, Confederation of Indian Industry, (hereinafter referred as “CII”) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal successors, administrators and permitted assignees, of the **SECOOND PART**;

Individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

1. Preamble

The Confederation of Indian Industries is a non-government, not-for-profit, industry-led and industry-managed organization, with over 9000 members from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 300,000 enterprises from 294 national and regional sectoral industry bodies. CII works to create and sustain an environment conducive to the development of India, partnering Industry, government and civil society, through advisory and consultative processes. CII has been instrumental in successfully organizing several aspirational events like Make in India, Global Exhibition on Services, Maritime Summit, Auto Expo etc. to name just a few, by closely assisting and supporting Central and State Governments.

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. Tata 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 scope for a longstanding collaboration, CII 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. Objectives

HBNI is desirous of organizing initiatives under Industry Academic engagement and intends to collaborate with CII and its members in rendering necessary help, support and services of CII for organizing the initiatives as mutually decided and planned.

3. Scope Of Work – Advisory Support and Assistance

Both the parties decided to collaborate with each other to fulfil the requirements for trained professionals by conducting Industry Workshops & Employability Enhancement Programs for students of HBNI.

4. Deliverables by CII

- a) CII shall communicate with Industry about details of the programs and facilitate participation for HBNI in accordance with the requirements
- b) CII shall liaison with HBNI Team and Institutions for smooth execution of programs leading to bridge gap in employability.
- c) CII will support HBNI in connecting with its members and industry leaders to build additional content that would benefit HBNI
- d) CII Shall disseminate information about Spinoff Technology Developed by HBNI to CII members.
- e) CII shall jointly, (with HBNI) and after a mutual consensus conduct conferences / forums to promote HBNI Technology and training programs.



5. Deliverables by HBNI

- a) HBNI shall develop training programs / workshops as per the current job market requirements and in compliance with all relevant regulations and industry standards.
- b) HBNI shall support the Training programs / workshops by coordinating with subject matter experts, industry experts, guest speakers etc. as may be discussed and agreed between CII and HBNI.
- c) HBNI understands that the quality and timely execution of Training programs / workshops is of utmost importance, and it shall entrust the responsibilities of the Training programs / workshops only on subject matter experts, industry experts, guest speakers and/or independent consultants who are competent and possess the necessary qualifications, professional experience to successfully execute the same.
- d) HBNI shall make arrangements for technical platform and logistics for the recording, broadcasting and all incidental matters required for creating the Webinar Events.

6. Financials and Estimated Budget etc.

The terms of the agreement are non-financial and do not involve any commercials or exchange of financial transactions.

If either of the parties incur expenses towards the organising of any of the activities under the MoU, they can seek financial support from their respective contacts or network towards the same. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

7. Exclusivity & Branding of CII Logo

- i) **Branding and Acknowledgement of CII and HBNI as Partners:** CII and HBNI shall have their logos prominently placed in all backdrops, collaterals, creative communication of all related activities of the Initiatives (including pre, during and post Initiatives). Any other competitor / similar organisation / Association, if it associates with the Initiatives, may do so as a Supporting Partner and shall be acknowledged as such and its logo may appear as per mutually decided by CII and HBNI.



- ii) **CII and HBNI representatives** – CII Members and HBNI officials shall have proper and prominent speaking roles and representation at the sessions.

8. 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.

9. Abandonment / Partial Abandonment or Premature Termination of the MoU

The Parties shall have the right to terminate this MOU, on breach of any of the terms in this MOU or without cause, by giving the other party, written notice of 30 (thirty) calendar days, prior to the effective date of termination.

Any decision with regard to cancellation, change of dates, or change of venue etc of the Initiatives shall be jointly taken by the HBNI and CII according to mutually agreed terms.

10. Indemnity:

HBNI represents and warrants that the proposed initiative under this MoU adhere to relevant industry standards and regulations. CII shall be indemnified and held harmless by HBNI from any claims including third party claim arising as a direct result of the a) HBNI Technology (Spinoff Technology) and training programs under this MOU.

HBNI declares that the training materials provided do not infringe upon any others' intellectual property rights (IPR). HBNI shall indemnify and hold harmless CII from any claims, liabilities, or damages arising from a third party's assertion that the training materials infringe on their IPR,

11. Limitation of Liability

Both the sides shall not be liable to each other for any special, indirect, consequential or exemplary damages, including but not limited to loss of revenue, or good will, or anticipated profits, or loss of business.

12. Settlement of disputes

Any dispute or controversy arising out of or relating to this MoU shall be attempted to be resolved by a mutual discussion between senior representatives of both the parties. If the parties are unable to resolve their dispute or differences within 30 days, such dispute shall be referred to sole arbitrator appointed by Secretary, DAE and finally resolved as per the Arbitration and Conciliation



Act, 1996 as amended from time and the rules thereunder. The language used in the arbitral proceedings shall be English. Place of arbitration shall be Mumbai.

In MEMORANDUM OF UNDERSTANDING WHEREOF, both Parties have affixed their signatures and seal as under

Signed on 3rd day of June, 2024 at Mumbai.

For and on behalf of

Homi Bhabha National Institute

Sign. *U. Kamachi Mudali*
03/06/2024
Name: **Prof. U. Kamachi Mudali**

Title: Vice Chancellor,
HBNI, Mumbai

For and on behalf of

Confederation of Indian Industry

Sign. *Rajesh Kapoor*
Name: **Dr Rajesh Kapoor**

Title : Regional Director,
CII Western Region

Witness No. 1

P. Christopher Selvin
Name: **Prof. P. Christopher Selvin**

Registrar
Homi Bhabha National Institute
Training School Complex
Anushaktinagar, Mumbai 400094

Witness No.2

Rishi Kumar Bajaj