## **MEMORANDUM OF UNDERSTANDING**

#### Between

### INSTITUTE FOR PLASMA RESEARCH

Gandhinagar





And

### **GUJARAT TECHNOLOGICAL UNIVERSITY**

Ahmedabad

This memorandum of understanding (MoU) is made on this 23<sup>rd</sup> day of July in the year 2014 between INSTITUTE FOR PLASMA RESEARCH (hereinafter referred to as 'IPR', which shall, unless the context does not admit, include its successors and assigns), having its registered office at Bhat village, near Indira bridge, Gandhinagar - 382428 on ONE PART;

and

GUJARAT TECHNOLOGICAL UNIVERSITY (hereinafter referred to as 'GTU', which shall, unless the context does not admit, include its successors and assigns), having its registered office Near Vishwakarma Engineering College, near visat three roads, Visat-Gandhinagar highway, Chandkheda, Ahmedabad – 382424, Gujarat on the OTHER PART;

#### PREAMBLE:

WHEREAS, IPR is an autonomous research institute under the Department of Atomic Energy, Government of India; and is working on research on plasma science and technology with the long term goal of achieving fusion as a source of energy;

AND WHEREAS, IPR has signed an MoU with commissionerate of technical education (CTE), Gandhinagar through its special project facilitation unit (SPFU), Gandhinagar for upgradation of research strand activities under TEQIP-II programme of Government of India for 7 engineering colleges of Gujarat listed under TEQIP-II; and thereby strengthening regional research activities in the state;

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AND WHEREAS, various faculties of engineering colleges are interested in pursuing their Ph.D on the topics floated by IPR; which would need the scientists and engineers of IPR with doctorate degree to be registered with GTU as Ph.D. guides;

AND WHEREAS, IPR had met GTU regarding enrolment of IPR scientists and engineers as Ph.D guide to facilitate research activities in the state of Gujarat, wherein GTU had expressed its willingness to collaborate with IPR for the above purpose;

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN IPR AND GTU AS FOLLOWS:

#### 1.0 OBJECTIVES OF MoU:

- To encourage research in the field of science, engineering, technology and management by way of guiding masters and Ph.D students of different streams of GTU by scientists and engineers of IPR.
- To register eminent scientists and engineers of IPR as research supervisor of GTU
  in the field in which they have obtained their doctoral degree or in crossdisciplinary fields where the scientist or engineer has published relevant
  international journal papers.
- To setup centres of excellence in GTU affiliated colleges, wherever possible by utilizing the expertise of IPR and availability of funds by affiliating colleges for the said purpose;

#### 2.0 RESPONSIBILITIES OF PARTIES

- 2.1 IPR shall submit to GTU, all forms, documents and bio-data of scientists and engineers of IPR intending to register themselves as Ph.D guides for prospective Ph.D students of GTU. IPR shall support GTU in all documents required by GTU for the said registration of Ph.D supervisors.
- 2.2 GTU shall process the documents and revert back with a list of IPR employees registered as Ph.D supervisors at GTU.
- 2.3 Both parties shall establish a close and continuing interaction for exploring areas of mutual co-operation in the field of fusion science and technology including all associated fields of science, engineering and technology.
- 2.4. To nominate or register scientists, engineers and researchers employed at IPR as Ph.D research scholars as per regulations of GTU. In such cases, their registration as Ph.D student shall be as per the permissible norms of GTU.
- 2.5 IPR shall not be responsible for the payment of fees and other financial commitment of the Ph.D student to GTU, unless and otherwise stated clearly in writing by IPR. All such financial transactions shall be directly dealt by and between the Ph.D student and GTU.
- 2.6 IPR would like to propose for establishing centre of excellence in field of nuclear science and technology within GTU premises as and when such possibility

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- emerges. In such cases, IPR and GTU shall jointly work to propose nucleation of such proposed centres of excellence.
- 2.7 GTU will promote and facilitate the registration of its faculties as Ph.D students with IPR employees as registered guides. In such cases, IPR employees as guides at their discretion will have the right to select suitable Ph.D students to its satisfaction.
- 2.8 This MoU shall not permit the use or dissemination of intellectual property not belonging to either party without the prior written consent of other party.
- 2.9 Both parties may jointly organize workshops, conferences and seminars based on mutual interests.
- 2.10 Neither party shall bind the other for any financial obligations unless and otherwise stated clearly and agreed by both the parties in writing.

#### 3.0 TENURE OF MoU:

This MoU shall become effective from the date of signing of this MoU and shall remain effective for **five years** from the date of execution. Subsequent to the completion of the tenure of this MoU, it can be further extended based on mutual consent and as agreed by both the parties.

### 4.0 INTELLECTUAL PROPERTY (IP):

Any matters related to intellectual property shall be mutually agreed upon by and between the parties as and when such matters arise.

#### 5.0 GENERAL TERMS:

- 5.1 The point of contact for this MoU from IPR side shall be Dr. S. Mukherjee, Associated Dean IPR (Email: <a href="mailto:mukherji@ipr.res.in">mukherji@ipr.res.in</a>) and the point of contact from GTU side shall be Dr. G. P. Vadodaria, Registrar, GTU (Email: <a href="mailto:registrar@gtu.ac.in">registrar@gtu.ac.in</a>)
- 5.2 Any GTU faculty registering as Ph.D student with IPR employee as registered guide will have to submit an undertaking to maintain confidentiality of the information wherever classified as confidential. This confidentiality shall also be maintained for proprietary information accessed by the Ph.D student at IPR. However, the Ph.D thesis of every student guided by employees of IPR will be made freely accessible from GTU's and Shodhganga (UGC's portal) websites and IPR will not exercise any exclusive rights of Intellectual property on the thesis work.

#### 6.0 TERMINATION:

• The MoU can be terminated by either party by submitting a written notice of 3 months.

 Any difference of opinion during the term of MoU will be settled by mutual consultation by and between the parties. In the matter of unresolved disputes, the matter shall be referred to joint resolution by Director - IPR and Vice Chancellor - GTU and the joint decision shall be final.

### 7.0 JURISDICTION:

Any proceedings arising out of this MoU shall be subject to laws of India, Ahmedabad Jurisdiction and in accordance with the Arbitration and Reconciliation Act 1996 or its amendment thereof as being in force from time to time.

In witness whereof, the parties have caused this MoU to be executed in duplicate by proper officials as of the date hereof.

For and on behalf of IPR

Prof. Dhiraj Bora

Director

Institute for Plasma Research

Place: Ahmedabad

Seal:

Prof. Dhiraj Bora

Director

Institute for Plasma Research Nr. Indira Bridge Bhat, GANDHINAGAR-382 428 Gujarat State, INDIA.

Witness:

For and on behalf of GTU

**Vice Chancellor** 

**Gujarat Technological University** 

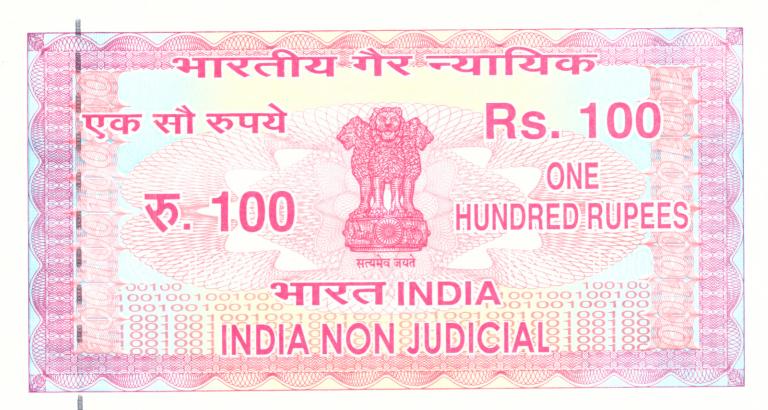
Place: Ahmedabad

Seal:

Witness:

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गुअरांत गुजरात GUJARAT

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### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and signed on the ♣th day of MAY, Two Thousand and Eighteen

BY & BETWEEN

Institute for Plasma Research (IPR), (an autonomous Institute of Department of Atomic Energy, Government of India) having it's office at Bhat village, Near India Bridge, Gandhinagar – 382428, Gujarat, India of the ONE PART;

AND

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Institute for Pharmacy, under Nirma University, a statutory university under the Gujarat State Act No.10 of 2003 (hereinafter referred to as "IPNU" which expression shall, where the context so admits, include its successors and permitted assigns) having its registered office at Opp. S. G> V.P International School, Sarkhej Gandhinagar Highway, Chharodi, Ahmedabad-382481, Gujarat, India, of the other part;

**FOR** 

Non-disclosure of shared Confidential Information by either of the parties (hereinafter referred to as Confidential Information)

Confidentiality & Non-Disclosure Agreement between IPNU and IPR

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IPNU and IPR shall hereinafter be jointly referred to as the "Parties" and singularly as a "Party". Further, the party disclosing information shall be referred to as "the Discloser" and the party receiving information as "the Recipient".

### WHEREAS:

- i) IPR through its divisions and centers is engaged in research and development of plasma science and allied technologies, development of plants and processes utilizing plasma science & technology for use in surface engineering, mineral processing, pyrometallurgy, ceramics, environmental remediation, waste disposal and other such areas where opportunities are identified from time to time;
- ii) IPNU is one of reputed Institute extensively engaged in education and research.
- iii) Both IPNU and IPR have information relating to their respective present and future activities, which they consider confidential and proprietary, that they wish to disclose to each other for exploring a possible business relationship in the area of plasma jet interaction with microorganisms.

Whereas, the parties to this Agreement intend to engage in discussions and negotiations related to a new application or technology development; which would include exchange of proprietary & confidential data of both the parties; hereinafter referred to as "the TRANSACTION" for the purposes of this Agreement.

**And whereas**, in this context it is necessary for the Disclosing Party to disclose to the Receiving Party certain information which the Disclosing Party considers to be proprietary and confidential.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE IN THIS AGREEMENT, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE HERETO AS UNDER:

### 1. Indemnity:

1.1 The Recipient shall not claim any compensation for damage and/or personal injury if arising from use of the Confidential Information provided by the Discloser, unless the Recipient can prove that such damage and/or injury was attributable to the intent or gross negligence on the part of the Discloser. Compensation in case of the latter shall be determined by the extent of damage and/or injury.

### 2. Intellectual Property Rights:

- 2.1 This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials that are not results. Nothing in this Agreement shall be construed, by implication or otherwise, as conferring upon either party any interest, license, utility model, design patent, copyright, trademark or right in or to the Confidential Information of the other party.
- 2.2 Recipient undertakes not to exploit the Confidential Information obtained under this Agreement for commercial purpose and for acquiring Intellectual Property Rights.
- 2.3 After finalization of Projects as an outcome of the TRANSACTION, the IP Rights will be applicable as per IPR Clause of contractual Agreement as may be entered into by the parties.
- 2.4 This agreement is non-exclusive in nature and any confidential information disclosed by IPR does not represent commitment by IPR to enter into relationship for business purposes or otherwise with

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IPNU. It is agreed upon that the IPR shall be free to enter into negotiations and discussions or to contract with any other organizations with respect to the TRANSACTION.

### 3. Confidentiality:

- 3.1 The parties agree that the Recipient shall hold the Discloser's Confidential Information in secrecy for a period of 5 years from the expiration or termination of this agreement.
- 3.2 The Recipient shall take the same degree of care as for its own information of like importance in safeguarding against the disclosure of Confidential Information received from the Discloser.
- 3.3 The Recipient agrees not to copy, reverse engineer, de-compile or disassemble any such Confidential Information provided by the Discloser.
- The Recipient agrees not to make any use whatsoever at any time of such Confidential Information for any purpose except for the objectives intended to be achieved through this agreement.
- 3.5 Recipient shall promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information received from the Discloser and take reasonable steps to regain the possession of such Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
- Notwithstanding the provisions of Articles 3.1 to 3.5 above, both the parties may disclose part of the Confidential Information with prior written consent of the other party to contractors/agents/consultants/ employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company) engaged by them for execution of any relevant work, to the extent necessary to enable them to perform their duties, provided that the party concerned shall impose on such contractors/agents/consultants/employees the same secrecy obligations as those stipulated in this Article. It is acknowledged by the Receiving Party that it shall hold harmless and indemnify the Disclosing Party and keep it always indemnified for any loss incurred or suffered by the Disclosing Party arising out of a breach by the Receiving Party or its contractors/ agents/ consultants/ employees of their obligations under this agreement.
- 3.7 Except to the extent required by applicable law, regulation or legal process, neither party shall, directly or indirectly, disclose the existence, status or subject matter of the negotiations or business relationship contemplated between the parties (including, but not limited to, the media).
- 3.8 If the Recipient is requested pursuant to, or required by applicable law, regulation or legal process to disclose any of the Confidential Information of the Discloser, the Recipient shall notify the Discloser promptly so that the Discloser may seek a protective order or other appropriate remedy or waive compliance with the terms and conditions of this Agreement. If no such protective order or other remedy is obtained or the Discloser does not waive compliance with the terms and conditions of this Agreement, the Recipient
  - (a) shall furnish only that portion of the Confidential Information of the Discloser which the Recipient is advised by the counsel to be legally required to be disclosed, and
  - (b) shall exercise all reasonable efforts to obtain reliable assurances that the confidential treatment shall be accorded to such confidential information.

#### 4. EXCEPTIONS

Confidential Information does not include information if, and to the extent such information;

Confidentiality & Non-Disclosure Agreement between IPNU and IPR

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- 4.1 is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party.
- 4.2 was already known by or available to the receiving party prior to the disclosure by the disclosing party.
- 4.3 is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the confidential information.
- 4.4 is required by law to be disclosed as part of judicial process, government investigation, legal proceeding or other similar process provided that the Receiving Party shall provide the Disclosing Party with notice of such compulsion sufficiently in advance of disclosure.
- 4.5 has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

## 5. Penalty for Violation of Agreement:

5.1 Upon any breach or any threat thereof, the Discloser shall be entitled to appropriate equitable relief in addition to whatever remedies it may have at law and to be indemnified by the Recipient from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Recipient's obligations hereunder or the unauthorized use or release of any such Confidential information. The Recipient shall notify the Discloser in writing immediately upon the actual occurrence of any such unauthorized release or other threatened breach of which it is aware.

## 6. Duration of the Agreement and its Termination:

- 6.1 The Agreement shall come into force from the date of signing the Agreement and shall remain valid for 1 year. However, notwithstanding anything contained herein, the Agreement may be terminated under any one of the following conditions:
  - i) This Agreement may be terminated at any time by either party giving at least thirty (30) days prior written notice to the other party
  - ii) Either party may terminate this Agreement immediately if the other party is in breach of obligation under this Agreement
  - iii) This Agreement shall also be terminated if either party discontinues business or be adjudicated insolvent or bankrupt or makes an assignment for the benefit of creditors or a composition with creditors or shall file a voluntary petition of winding up or if any order is entered appointing a receiver or trustee of either party or of a substantial portion of assets of either party or if either party applied for a consent to the appointment of such receiver or trustee.

# 7. Survival of Confidentiality Obligations Upon Termination:

- 7.1 Unless otherwise agreed by the parties, within 30 days of the expiry of the period prescribed herein or upon the termination of this Agreement for any reason, the Recipient shall
  - i. destroy all the Confidential Information of the Discloser including all such information that is electronically stored by the Recipient, all reproductions thereof and all samples of materials provided by the Discloser to the Recipient, in its possession or control and certify in writing that all such Confidential Information has been destroyed OR

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- ii. deliver to the Discloser all such confidential information, including all such information that is electronically stored by the Recipient, all reproductions thereof and all samples of materials provided by the Discloser to the Recipient, in its possession or control and Recipient shall expressly refrain from communication of any such information, technical data or material received by either party hereunder to any person, firm, institute or company whatsoever.
- 7.2 Immediately upon request by the Discloser at any time (which will be effective when actually received or seven days after mailing of request by courier to the Recipient, whichever is earlier), the Recipient shall return to the Discloser all Confidential Information of the Discloser and all documents or media containing any such Confidential Information and any and all such copies or extracts thereof.

#### 8. Arbitration:

- 8.1 In the event of any dispute, which may arise either during the subsistence of this agreement or afterwards relating to or arising from these presents, either party shall notify the other party in writing of the substance of the complaint and both the sides shall do their utmost to settle these disputes amicably through negotiations within 60 days of receipt of any such complaint.
- 8.2 Such differences and disputes on which both sides fail to reach a written agreement by means of negotiations shall be resolved by a sole Arbitrator mutually appointed by the Parties and the award of the Arbitrator shall be binding on both the parties finally and conclusively.
- 8.3 The arbitration shall be in Gandhinagar, India and in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force.
- 8.4 Any proceeding arising from this agreement shall be subject to the exclusive jurisdiction of Gandhinagar Courts, to the exclusion of all other courts.

### 9. Amendments of the Agreement:

Scope can be further amended, but no amendment or modification of this agreement shall be valid unless the same is made through a written instrument duly signed by both parties or their authorized representatives and stating the same to be an amendment of this agreement. The amendments shall be effective from the date on which they are executed unless otherwise agreed to.

### 10. Seal of Parties:

This Agreement has been executed in two originals, one of these being retained by IPR and the other by IPNU. Both the parties i.e. IPR and IPNU have signed the two originals

IN WITNESS WHEREOF, IPR and IPNU have executed these presents on the day, the month and the year first above written

For and on behalf of

IPR

Chairman - Sr. Purchase Committee

Institute for Plasma Research

Place: Gandhinagar

Date: 05 05 18

Seal

For and behalf of

**IPNU** 

Director,

Institute of Pharmacy, Nirma University

Place:

Date: 07/05/2018

Seal

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Witness (Name and Designation)

DR. NICAV JAMNAPARA S.O. (F) & Head-DTTS. Witness

(Name and Designation)

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Dr. Shifal Britani

Asso. Prof., IPNU

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	7.6
MEMORANDUM OF UNDERSTAND	DING
BETWEEN	
INSTITUTE FOR PLASMA RESEAL	RCH
&	-
PANDIT DEENDAYAL PETROLEUM UNIVERSITY, GANDHINAGAR	

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made on the August 21, 2015 between The Pandit Deendayal Petroleum University, Gandhinagar and Institute for Plasma Research an autonomous R & D organization under the Department of Atomic Energy (DAE), Government of India.

### 1.0 Preamble

WHEREAS Institute for Plasma Research (herein referred as IPR) is a premier research organization involved in research in various aspects of plasma science including basic plasma physics, magnetic confinement of hot plasmas and plasma technologies for industrial applications.

WHEREAS, The Pandit Deendayal Petroleum University (herein referred as PDPU), is a Private University established by Gujarat Energy Research and Management Institute (GERMI) through the State Act enacted on 4th April, 2007. The University offers programs to address the need for trained human resources in the domains of Science, Technology, Management and Humanities. It intends to broaden the opportunities for students and professionals to develop core subject knowledge which are duly complemented by leadership training interventions, thereby helping the students to make a mark in the global arena. This objective is being further addressed through a number of specialized and well-planned undergraduate, post-graduate and doctoral programs as well as intensive research projects.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN IPR AND PDPU AS UNDER:

## 2.0 Scope

- 2.0 IPR and PDPU hereby agree to work together for the commitments made by IPR in the following areas:
  - a) Electromagnets and superconducting magnets: design and fabrication of large magnets for fusion applications.
  - b) Power Supply Design and fabrication: High Voltage/Low current and low voltage/high current for variety of applications.
  - c) Development of Computational Codes: For thermal Hydraulics and other applications.
  - d) R & D on remote handling equipment and Robotic arms for sophisticated Manipulations: *Establishment of Virtual Lab*
  - e) Modeling and Simulation: Monte Carlo, Molecular Dynamics, Safety analysis codes-LOCA/LOFA- RELAP, etc.
  - f) Development of Fusion Reactor Technology: Establishment of Design Study Group.
  - g) Neutronics: Laboratory establishment for Am-Be and <sup>252</sup>Cf neutron sources to conduct basic neutronics related experiments.
  - h) Nano Sciences and Technology: R&D on First wall, Shielding, Radiation hardened Materials
  - i) Materials Science and Technology: Computational Material Science, Physics of damage and damage propagation leading to cracks, Characterization of special Materials
  - j) Radiation detectors and safety equipment: single crystal Diamond material development for detector applications.
  - k) R & D in Basic Plasma Science & Technology: Production of plasma by different methods and measurements & analysis of various physical phenomena.
  - l) Any other area/topic of mutual interest:
- 2.1 IPR and PDPU will explore opportunities for the exchange of Faculty for joint teaching and research program in each of the areas enlisted in para 2.0.

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- 2.2 IPR will provide the necessary guidance to the interested PDPU students and faculty members who want to carry out research in the areas enlisted in para 2.0.
- 2.3 IPR will provide academic interaction by delivering Special Lectures at PDPU in each of the areas enlisted in Para 2.0.
- 2.4 This forms a general frame work in which individual tasks will be defined more precisely focusing on the definite deliverables and time schedules etc.

## 3.0 Methodology:

- 3.0 A joint collaboration has to be realized through time bound projects, participation of PDPU to develop each phase within stipulated time frame will result in seamless transfer of knowhow. Modalities will be considered on mutual agreement. The detailed methodology of realizing the work packages will be evolved by constituting taskforces to define the work packages in each of the areas enlisted in para 2.0 herein above.
- 3.1 PDPU may act as a beneficiary with coordinated support from IPR to take up research and development work and also by involving the students and faculty interested in research in the fields enlisted in para 2.0 above or any other item of mutual interest.
- 3.2 Task Forces will be created for specific technical areas. The task forces will prepare detailed project proposals on identified work-packages. The proposals will outline the scope, list of deliverables, project implementation cost, milestones, infrastructure needed etc.
- 3.3 Based on such proposals, IPR may issue specific work contracts to PDPU identifying scope of work, deliverables, schedules which will form Addendums to this MoU.
- 3.4 IPR will ensure the availability of necessary resources for the realization of the commitments made in the areas enlisted in Para 2.0
- 3.5 IPR will extend all possible support to PDPU in preparing documents calculations/simulations mandatory for getting AERB clearance to start a nuclear laboratory in PDPU.
- 3.6 Periodic progress report will be submitted by PDPU to IPR during the course of the implementation of the projects.

### 4.0 Confidentiality and non-disclosure

The parties shall keep in confidence all information, data, drawings, documents etc. exchanged/obtained under this MoU and shall not divulge the same to any third party without prior written consent of the other party, unless such information is;

- i. In the public domain.
- ii. Already in the possession of the receiving party.
- iii. Required by Govt. Ministries/agencies, court of law or the law of land.
- iv. To be disclosed to third parties/consultants for which the receiving party(ies) should sign similar confidentiality agreement.

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## 5.0 Intellectual Property

Any intellectual property right arising out of this MoU can be shared published or commercially exploited only with mutual consent of the parties.

# 6.0 Project Monitoring Committee (PMC)

Individual specific tasks will be executed and managed by technical task leaders from both the institutes and the progress of each task will be monitored by Project Monitoring Committee from time to time.

The PMC will review & approve all technical & commercial recommendations made by the task forces. PMC may co-opt additional members and form sub-committees for this purpose.

## 7.0 Resolution of Disputes

- 7.0 In the event a dispute arising in connection with the interpretation or implementation of this MOU, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations between the authorized representatives nominated by Chief Executives of both the Parties.
- 7.1 If the dispute is not resolved through friendly consultations between the authorized representatives nominated by the Parties within 30 days after commencement of discussions or such longer period as the Parties agree in writing, then the same shall be referred for resolution by the Chief Executives of the Parties within the next (30) days.

## 8.0 Effect of MOU

This MoU shall enter into force upon signature and shall remain in force for a period of two years, and shall be renewed thereafter on a yearly basis by mutual agreement to this effect. After the termination of this MoU the effects of para 4.0 and 5.0 shall not be affected and activities already undertaken shall continue till their completion.

### 9.0 Amendments

Amendments to this MoU may be made at any time by mutual consent between the Parties, in writing.

IN WITNESS WHEREOF the Parties hereto have executed this writing on the day and the year first hereinabove written.

For

Institute for Plasma Research

Name: Prof. D. Bora Designation: Director (Chief Executive)

Date: 21/08/15

For

PDPU

Name: Prof H.B.Raghavendra Designation: Director General

(Chief Executive,

Date