



संस्था: मंत्रालय, एलेक्ट्रॉनिक्स व सूचना प्रौद्योगिकी विभाग, भारत सरकार
संस्था: मंत्रालय, एलेक्ट्रॉनिक्स व सूचना प्रौद्योगिकी विभाग, भारत सरकार

CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY
Scientific Society, Ministry of Electronics and Information Technology, Govt. of India
Panchwati Off. Dr. Homi Bhabha Road, Pune - 411 008 INDIA
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FAX: +91 020 2580 8300, 2580 8143
Fax: +91 020 2580 8180
Web: www.cmet.gov.in

Date: 21.07.2022

To,
Dr. Preeti Deshmukh
M/s Vasantdada Sugar Institute Manjari (Bk.),
Pune.

Sub.: MoU between C-MET, Pune and M/s Vasantdada Sugar Institute Manjari (Bk.), Pune

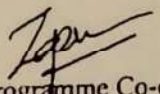
Dear Madam,

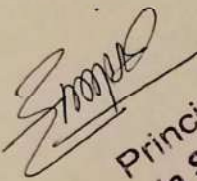
It was our great pleasure to have the meeting on 11th July, 2022 for the signing function of MoU between C-MET, Pune and VSI, Manjari.

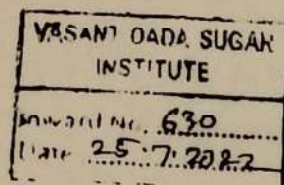
As per the discussion, we are attaching herewith both the copies of MoU, which are (a) already signed by the seniors from both sides (b) along with the stamp of C-MET, Pune and (c) signature of the witnesses by both the parties.

We kindly request you to put the stamp of your institute and also put the relevant names of the witnesses from your side. Further, please share one copy to us for our office records.

Thanks and Regards,


Programme Co-ordinator
(Dr. Umesh Zope)
9650060220


Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307



**Memorandum of Understanding
Between**

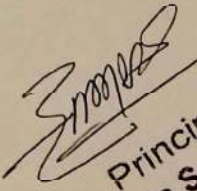


**Centre for Materials for Electronics Technology
(C-MET), Pune**

and

M/s. Vasantdada Sugar Institute Manjari (Bk.), Pune




Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

Memorandum of Understanding between
CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET), Pune
and
M/S. Vasantdada Sugar Institute Manjari (Bk.), Pune

This Memorandum of Understanding (herein after referred to as MOU) is made on this 11th July, 2022,

Between

The **Centre for Materials for Electronics Technology**, an autonomous scientific society Under Ministry of Electronics and Information Technology, Government of India, (hereafter referred as "**C-MET**") having its registered headquarters at Panchawati, off Pashan Road, Pune-411 008, Pune, India, as **Party of First Part**,

And

M/s Vasantdada Sugar Institute Manjari (Bk.), Pune (a Company / Trust / Society / Institute registered under Societies Registration Act ,1860 and under the Bombay Public Trust Act ,1950), having its registered office at Manjari (Bk.) Tal. Haveli, Dist. Pune, hereafter referred as "**VSI**", on the **other part as partners for "C-MET"**.

Whereas both C-MET and M/s **VSI**, (herein after called 'Parties') desire to carry out programs for promoting 'R&D Interactive programs, hereafter referred to as "**Programs**", jointly with the diligence and efficiency as desired within this MOU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Program.

WHEREAS the C-MET and M/s VSI agree **to carry out 'R&D Interactive programs'**, the parties agree to enter into this MOU with the terms as follows.

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Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli
Dist. Pune - 412 307

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1.0. OBJECTIVES OF 'R & D INTERACTIVE PROGRAM'

The major objectives of both the parties agreeing under this MOU are:

- 1.1. To promote Research interaction between both parties in the area /subject as referred in Annexure 1
- 1.2. To facilitate academic and research interactions among duly authorized officials of both parties and associates for collaborative research.
- 1.3. To increase the relevance of the academic research and consultancy in the research and product development initiatives at C-MET and M/s. VSI
- 1.4. To collaborate / to promote sharing and exchanging information between both parties for mutual benefit and knowledge enhancement.
- 1.5. To conduct joint/collaborative research and consultancy programs as referred in Annexure 1 for applications for commercial and strategic sectors.
- 1.6. To Integrate Industry, academic institutions interested in the development of technology to come on a single platform.

2.0. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the program, both parties to MOU, C-MET and M/s. VSI also hereby agree that:

- 2.1 Both the parties shall constitute a Coordination Committee by nominating Officials from C-MET & M/s. VSI as its nominated members. The R & D Programs shall be implemented by a Coordination Committee.
- 2.2 It is further agreed by and between the parties that, the IPR that arise out of joint R & D Programs of C-MET and VSI, and, that has been developed by joint efforts will be held jointly based on separate mutually agreed terms and conditions. Whereas the IPR that arise out



[Handwritten Signature]
Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli
Dist. Pune - 412 307

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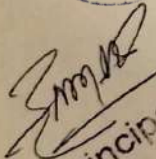
of the work solely carried out in or by either party will be that of that specific party to this MOU.

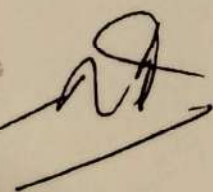
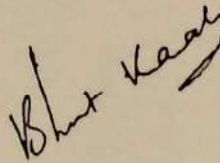
- 2.3 It is further agreed by and between the parties that, unless explicitly agreed otherwise, each Party shall undertake and continue at its expense the timely prosecution and maintenance of all Resulting IPRs which are solely owned by that Specific Party.
- 2.4 It is further agreed by and between the parties that, any material transacted between C-MET and M/s. VSI during any Program under this MOU shall be used only for scientific research purpose. THE MATERIALS SHALL NOT BE USED IN HUMANS OR IN ANIMALS.
- 2.5 Notwithstanding this MoU, C-MET and VSI will sign separate agreement for specific projects/programs.

3.0. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

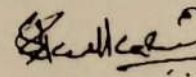
- 3.1 C-MET and M/s. VSI also agree that during the tenure of this MOU both parties undertake on their behalf and on behalf of their contractors/subcontractors/ employees/ representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to R & D work under this MOU for any purposes other than in accordance with this MOU and they will abide by the non-disclosure of any confidential information exchanged during these R & D Programs.
- 3.2 C-MET/ M/s. VSI shall not release / disclose the Materials to any other person or entity and shall ensure that no one will be allowed to take or send the Materials to any other location, unless written permission is obtained in advance from C-MET/ M/s. VSI respectively.
- 3.3 It is also agreed further by and between the parties that, to ensure confidentiality, parties will enter into a separate detailed Non - Discloser agreement.




Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli
Dist. Pune - 412 307

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4.0 FINANCE

Regarding the financial arrangements during the Project implementation, both the parties to MOU, C-MET and M/s. VSI further agree to:

- 4.1 That, both the parties shall submit joint collaborative projects along with associates specifying clearly on their area of activities and their budget requirements, to any government or private funding agencies for financial assistance including that for capital/revenue expenditure.
- 4.2 That, apart from the above, both the parties will engage services of their employees for the Program as envisaged in the project proposal. Both the parties will be responsible for selection, salaries, statutory obligations vis - a - vis their employees / personnel for the execution of R & D work or any other activity under this MOU. No party will be responsible for any payment, demand, compensation or claim of any nature whatsoever of any such employee / personnel of the other party.
- 4.3 That, all expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of officers / staff will be borne by the respective parties through project funds under the respective heads or from the core funds of the respective party.

5.0. INDEMNITY

It is further agreed by and between the parties that, both the parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Program as per this MOU.

6.0 INTELLECTUAL PROPERTY RIGHTS



[Signature]
Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 207

[Signature]

[Signature]

[Signature]

It is further agreed by and between the parties that, right of the IP generated under this MoU will be shared between parties based on the proportion of financial share.

7.0. DURATION

It is agreed by and between the parties that, this MOU will be valid and remain in force for a period of three years from the date of signing of this MOU or till three years after the completion of any joint project undertaken under this MOU, whichever is later. This MOU period can be extended for further period if necessary, in writing and by mutual consent.

8.0. TERMINATION

The MoU would be valid for a period of **Three (03) years** from the date of signing by the parties. It is further agreed by and between the parties that, either party of this MOU has the right to terminate this MOU by giving ninety days written notice to the other party.

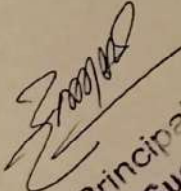
9.0 AMENDMENT

It is further agreed by and between the parties that, this Agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and be binding unless such amendment is recorded in writing and signed by both the parties.

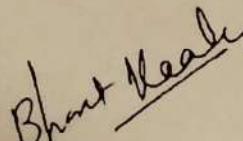
10.0 NOTICES

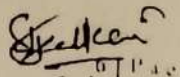
10.1 That the parties agree and confirm that, any notice and other communications required to be served on First Party under the terms of this agreement, shall be considered as duly served if the same shall have been delivered to or left with or posted by registered mail to




Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Havelli,
Dist. Pune - 412 307




Bhairu Keshu


Page 1

Director General, Centre for Materials for Electronics Technology (C-MET), Panchawati, off Pashan Road, Pune-411008 OR its last known address of business.

10.2 That the parties agree and confirm that, any notice and other communications required to be served on Second Party under the terms of this MOU, shall be considered to be duly served if the same shall have been delivered to or left with or posted by registered mail to Second Party OR its last known address of business.

11. Force Majeure

That the parties agree and confirm that, for the purpose of this agreement, force majeure means an event which is beyond the reasonable control of either party, and which makes a parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other adverse weather conditions, strikes, lockouts or other similar action which are not within the power and control of the party, invoking force majeure' to prevent confiscation or any other action by the other party.

The failure of either party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this Agreement in so far as such - inability arises from an event of force majeure, provided that the party affected by such event should take all reasonable precautions due care and reasonable alternative measures to the satisfaction of the other party, all with the objectives of carrying out the terms and conditions of this agreement.

In the event of a force majeure, the First Party and Second Party shall consult with each other, with a view to agreeing on appropriate measures to be taken under the circumstances.



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Principal
Vasantdada Sugar Institute
Manjan (Bk.), Tal. Haveli,
Dist. Pune - 412 307

22.02.00 ARBITRATION

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It is further agreed by and between the parties that,

12.1 In the event of any dispute or differences arising out of or in connection with existence, validity, interpretation, extension, performance and termination of MOU, the same shall be settled amicably by mutual consultations or through the good offices of C-MET and Ms. VSI. If such resolution is not possible, then the unresolved dispute or differences shall be referred to Arbitration.

The sole Arbitrator shall be the Secretary, Ministry of Electronics and Information Technology (MeitY), New Delhi-110003. The Arbitration shall be conducted in India in accordance with the rules and procedures of the Indian Arbitration and Conciliation Act of 1996 or any enactment or modification thereof.

12.2 The venue of arbitration proceedings shall be India at New Delhi and shall be conducted in the English language. The decision of the sole Arbitrator shall be final and binding upon both the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.

12.3 Parties to this MOU shall continue to Perform their part under this understanding during arbitration proceedings and no payment dues or payable by any of the party to this MOU shall be withheld unless any such payment forms part of the subject matter of arbitration proceedings.

13.0. JURISDICTION

In the event of any dispute arising out of this Agreement, the parties agree that the competent courts of Pune jurisdiction, shall have exclusive jurisdiction to entertain all disputes that may arise between the parties hereto in relation to this Agreement.



Both the parties of this MOU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Program.

[Signature]
Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

[Signature]
Bhant Keshav

[Signature]
S. P. K.

IN WITNESS WHEREOF the parties here to have caused this MOU to be signed
in their respective names as on this

day of July, 2022.

Bhand Kalyan

DG / Director/ Registrar
for and on Behalf
Centre for Materials
for Electronics Technology,

Place: Pune

Date: 11.07.2022



Witness:

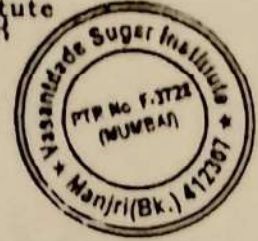
- Zope*
(Dr. Umesh Zope)
- Kulkarni*
(Dr. Milind V. Kulkarni)

Shivajirao Deshmukh
(Director General)

for and on Behalf

M/s. Vasantdada Sugar Institute
SHIVAJIRAO DESHMUKH
Director General
Vasantdada Sugar Institute
Manjari (Bk.) 412 307
Place: Pune (India)

Date: 11.07.2022



Witness:

- Pradiprao Pawar*
(Pradiprao Pawar)
- Kadupohil*
(Gambhoji Kadu Pohil)

Samal
Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307



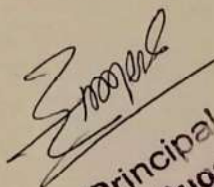
ANNEXURE - 1

Sr. No.	Area / Subject
1	Soil nutrient sensor - NPK Sensor (Soil Science)
2	Nanomaterial characterization (Tissue culture)
3	Catalytic (nano-material) waste degradation (Alcohol Technology & biofuels) (Environmental Science)
4	Hydrogen production (Alcohol Tech. & Biofuels)
5	Thermoelectric material for earth system
6	CO ₂ capture and utilization using artificial catalysts (Env. Science)



Bhant Khande

Sevare


Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

