

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**Bikaner Technical University, Bikaner**

AND



**MSME Technology Centre Bhiwadi**

This Agreement made and entered into on this 29/09/2020 day of September between **Bikaner Technical University, Bikaner** situated at Bikaner, Rajasthan 334004 and MSME Technology Centre, Bhiwadi, Under Ministry of MSME, Government of India, a Society registered under the Societies Registration Act, 1860 bearing Regd. No. 828 (hereinafter called -----which expression shall include its successors and permitted assignees) with its registered office at Plot No. SP3 – 871 (A), 872, RIICO Industrial Estate Bhiwadi-301019, Distt. Alwar, Rajasthan India

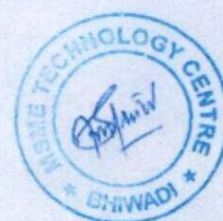
## 1. OBJECTIVES OF THE MoU

To promote a formal basis for initiating interaction between BTU Bikaner and MSME Technology Centre Bhiwadi in mutually beneficial areas.

## 2. PROPOSED MODES OF COLLABORATION

BTU Bikaner and MSME Technology Centre Bhiwadi propose to collaborate through

- a. Supporting students with projects / fellowships, visits and placement assistance at BTU Bikaner.
- b. Supporting R&D projects, which may be carried out or at premises of MSME Technology Centre Bhiwadi or partly at BTU Bikaner and partly at MSME Technology Centre Bhiwadi



- c. Training of Faculties / personnel through Continuing Education Programmes conducted by BTU Bikaner in areas of interest as decided by both parties on mutual need basis; and vice versa
- d. Joint FDP, workshop/seminar periodically.
- e. Joint value-added courses/certification program.
- f. Professional consultancy & testing by the BTU faculty and MSME Technology Centre Bhiwadi consulting division
- g. Any other appropriate mode of interaction agreed upon between BTU Bikaner and MSME Technology Centre Bhiwadi
- h. This engagement will allow to provide internships programs to undergraduates under Bikaner Technical University, in various engineering streams like Mechanical/Automobile/Civil/Electrical/Electronics/EIC or equivalent
- i. To provide short term trainings (Online/Offline) including assessment and facilitation for certification to the trained students.

### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

### 4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between BTU Bikaner and MSME Technology Centre Bhiwadi will be decided by both parties on mutual need basis.

### 5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.



- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

## 6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party.
  - is received from a third party having no obligations of confidentiality to the disclosing party.
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.

## 7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## 10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.



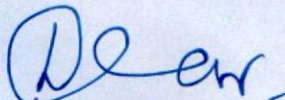
## 12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of BTU, Bikaner



By :

Name:   
Prof. H.D. Charan

Title : Vice Chancellor.


Date : 5-10-2020

Witness:

1. Dr. YADUNATH SINGH  
Director Academics 
2. Dr. A. S. Poonia  
Dean IIR 

On behalf of MSME Technology Centre  
Bhiwadi

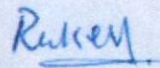
By:

  
**SUMIT JAIN**  
DY GENERAL MANAGER  
MSME TECHNOLOGY CENTRE BHIWADI

Mr. Sumit Jain  
Deputy General Manager

Date : 05/10/2020

Witness:

1. Rakesh Pati (Sr. Manager-Training) 
2. Samarjit Maan (AM-Admin) 