# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN** 

# INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD KERALA

AND

# COLLEGE OF ENGINEERING TRIVANDRUM KERALA





This Memorandum of Understanding (MoU), is executed between Indian Institute of Technology Palakkad ("IIT Palakkad"), having its office at Khanjikode, Palakkad, Kerala 678621 herein after referred to as the First Party and represented by its Director and the College of Engineering Trivandrum (CET), herein after referred to as the Second Party represented by its Principal; and both "IIT Palakkad" and "CET" are collectively referred to as parties.

### 1. PREAMBLE

Whereas, Indian Institute of Technology (IIT) Palakkad is a reputed institution of higher learning situated at Khanjikode, Palakkad, Kerala 678621, India. Established in 2015, the Indian Institute of Technology, Palakkad is dedicated to creating an environment that enables students and faculty to engage in the pursuit of knowledge, to dream, think and innovate, thereby becoming change agents for a better world.

The Institute recognizes collective growth, in collaboration with industry and other academic institutions, as the need of the time and emphasizes blue-sky research and directed research as two essential pillars of technology development. It embraces a vision to be a leader in cross-disciplinary inquiries, and to contribute to the potential that India's demographic dividend represents for the country and the world, which is embodied in the motto of the institute "Nurturing minds for a better world". First party is actively involved in various community outreach programs like Math circle, Science Quest at Door Step and various programs for the betterment of the underdeveloped community. These programs are developed for improving the education and skills of school children through residential programs, monthly handson sessions, and long-term teaching camps to school children in and around Palakkad region in Kerala.

IIT Palakkad envisages to be known for its collaborative and interdisciplinary research and has set up thematic centres for research. The interdisciplinary research centres are with a major focus on research. These centres also run MTech programs and offer minor courses/electives for BTech programs. Collaborative research centres, on the other hand, are research-only entities. The Centre for Industry Collaboration & Sponsored Research (IC&SR) in IIT Palakkad has been set up in July 2018 to promote, facilitate, coordinate and administer all the sponsored and consultancy projects of the Institute.

Centre for Industry Collaboration and Sponsored Research (IC&SR) functions as the interface between the faculty and external funding agencies (government and private agencies), both national and international.

IC&SR supports the activities like, Sponsored Research Projects involving external funding sources, International Research Collaborations involving international funding, Industry Sponsored Projects and Industrial Consultancy involving funding from industry, Conferences/Seminars/Symposia /Workshops for dissemination of knowledge as part of the research projects whose expenses are supported by the project grants, IIT Palakkad sponsored research projects (e.g. Faculty Seed Grant), and Patenting of scientific and technological inventions.

Whereas, College of Engineering, Trivandrum which was established in 1939 as the first Engineering College in the then Travancore State. With the establishment of the Directorate of Technical Education in the late 1950s, the college administration came under the direct control of the Government of Kerala. Eight full-fledged departments offering eight undergraduate, 31 postgraduate and doctoral programs which include B.Tech, B.Arch, M.Tech, M.Plan, MCA and MBA under the APJ Abdul Kalam Technological University, Kerala, the College has around 5000 students, 300 faculty and 400 non-teaching staff. It tops in the results, placement and other student activities among the institutions under APJ Abdul Kalam Kerala Technological University.

It has a strong alumni network in excess of 50,000 spread across the world. Distinguished alumni in various fields are contributing to the socio-economic and technological advancement of our state, country, and beyond.

Ever since the inception, the college has maintained its eminence as a leading engineering college in India. The college ranks among the top in the country in the quality of its graduates and in the number of top jobs held by its graduates. With such an eminence in the academic and curricular activities, the college is the most sought-after engineering college by the applicants of engineering degree programmes in the state.

The Centre for Industrial Training, Consultancy & Sponsored Research (ITC & SR) coordinate the sponsored research, industrial consultancy activities in the college. The training activities are conducted by the centre for continuing education (CCE). The college also has a Technology Business Incubator (TBI) and An Innovation & Entrepreneurship Development Cell (IEDC) is functioning in the college with the

intention of nurturing innovation and entrepreneurship skills of the students. AND WHEREAS,

Both the parties have many areas of common interest in Engineering and Sciences, community outreach programs and research and development programs and are convinced that considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

The Parties have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

**NOW THEREFORE**, the Parties enter into a Memorandum of Understanding (MoU) and agree to work for conducting programmes to achieve desirable objectives in connection with capacity building, Exchange of information on research and educational programmes, Joint organization of seminars, conferences, workshops, and short-term courses, Joint supervision of MTech projects by faculty members from both the institutes, Student internships between both the institutes.

### 2. OBJECTIVES OF MOU

The specific objectives of this Association shall be:

2.1 Exchange of information on research and educational programmes:

College of Engineering Trivandrum and IITPKD will exchange information on research and educational programmes and teaching/learning material and other material relevant to their educational and research programmes.

2.2. Joint organization of seminars, conferences, workshops and short-term courses: CET and IITPKD agree to organize seminars, conferences, workshops and short-term courses on topics of mutual interest.

Both the parties will identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between CET and IITPKD.

2.3. Joint supervision of MTech projects by faculty members from both institutes:

CET and IITPKD agree to jointly supervise MTech students for their MTech projects. The students of one institute under joint supervision may visit the other institute for discussion with the joint mentor and use of laboratory facilities of the other institute that may be required to carry out the project work. Prior permission must be

obtained from the mentor(s) of the visiting institute before each such visit by the students.

2.4 Student internships between both the institutes:

CET and IITPKD agree to allow student internships between institutions. The students of one institute may approach the faculty of the other institute for internship opportunities. The number of students and time duration of such internships will depend on the availability of internship positions, and will be worked out on a case-to-case basis.

# 2.5. Intellectual Property:

CET and IITPKD agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

## 2.6 Furthering the Scope:

CET and IITPKD agree to explore the possibilities of research collaborations between the two institutes and develop mechanisms to enable the students from one institution to take courses from the other institutions and earn credit for such courses

- 2.7. Research and development:
- 2.7.1 CET and IITPKD desire to conduct research and development projects in mutually agreed areas of engineering and science
- 2.7.2 An R&D Steering committee shall be formed to oversee the projects, development of products, funds management and will meet once in three months for the progress check.
- 2.7.3 Prior to carrying out any Projects the R&D Steering Committee should agree on the general objectives and product specifications of such Project in a written Project description which shall be approved by the Joint Steering Committee
- 2.7.4 Neither Party shall be entitled to publish or disclose any publication whatsoever arising from or containing data, information, results or any other matter from any Project without the other Party's prior written consent, provided that the decision as to whether or not to grant such consent shall not be unreasonably withheld or delayed.

- 2.7.5 If either Party wishes to publish or disclose data, information, results or any other matter related to any Project it will timely send a copy of the planned publication or conference documents to the other Party and ask for the other Party's consent. Both the content and the time of the publication have to be consented by the other Party in order to not endanger any application for intellectual property rights. If the other Party does not answer the publishing Party's inquiry within 30 days, the publishing Party is free to publish the data, information, results and other matter that is in question.
- 2.7.6 Neither Party shall be entitled to publish or disclose any publication whatsoever arising from or containing data, information, results or any other matter from any Project without the other Party's prior written consent, provided that the decision as to whether or not to grant such consent shall not be unreasonably withheld or delayed.
- 2.7.7 Costs for patents and patent applications on sole Inventions and the preparation, filing, prosecution, maintenance, enforcement and/or defense thereof shall be borne by individual parties and the parties are advised to keep a record of all material developments with respect to all such patents and patent applications relevant to the Field.
- 2.7.8 Any other programs which are on mutual understanding and requirements can be considered by mutual agreement by the two organizations.
- 2.8. FINANCIAL OBLIGATIONS:
- 2.8.1 Neither party shall incur financial obligations under this agreement. However, applications for financial support towards the cooperation and individual activities planned under this agreement shall be transparent and undertaken with mutual consent of the parties involve.
- 2.8.2 Other sources of finances likely to be realizable to aid this cooperation can be pursued with the knowledge of each other through intimation in writing.

## 3. LOGOS OF BOTH PARTIES

Logos of both parties will be included in all the collaborative programs. Use of logos for other domains will be done with the prior approval of both parties. Both parties will share the content to be published for verification and confirmation before publishing it.

### 4. DURATION AND OTHER TERMS OF MOU

- 4.1 This agreement will remain in effect for five (5) years from the date of the last signature, and is renewable thereafter for five-year terms subject to mutual consent.
- 4.2 Either party may terminate this agreement by giving at least six (6) months' notice to the other party in writing; unless an earlier termination date is mutually agreed upon, without prejudice to either's right to terminate in the event of the other causing any wrongful act or serious violation of the terms of this MOU which would project the former to any undesirable legal actions, ill-repute etc.

Such termination shall be without prejudice to the completion of the commenced and ongoing projects not involving the violation or wrongful act(s).

- 4.3 The Memorandum of Understanding may be amended by mutual consent of the two parties expressed in writing and acknowledged by both.
- 4.4 Any specific program/proposal shall be subject to mutual consent, availability of funds, and approval by each party, after discussion and decision on all financial matters/issues before initiation/execution of any works/program by each party.
- 4.5 It is further agreed that the Director of the first party and the Principal of the second party will monitor the progress of this MOU through periodic meetings.

Any change/modification/termination as introduced/suggested by the Review Committee (comprising Director, IIT PKD and Principal, CET), in writing, will be binding on both the organisations.

**4.6** The parties will document the terms of each project undertaken under this MOU by way of a / supplementary agreement(s).

### 5. CONFIDENTIALITY

Each Party shall protect the confidentiality of all information in whatever form provided by the other Party, or to which the receiving Party obtains access by virtue of its performance under this MoU or any other supplementary agreement which the Parties may enter with each other, that either has been identified as confidential by the disclosing Party or by its nature warrants confidential treatment.

### 6. DISPUTE RESOLUTION

Both parties commit to resolving any disputes on the terms of this MOU by seeking friendly mutually acceptable resolutions whenever possible. In the event that such resolution is not possible, any disputes will be resolved by the laws of the state Kerala in the courts in whose jurisdiction, the First Party comes in.

## 7. EFFECTIVENESS OF THE AGREEMENT

This MOU will become effective upon the date of its last signing

### 8. LANGUAGE OF AGREEMENT

This Agreement will be signed English version.

In witness whereof this Memorandum of Understanding is signed by the parties above named on the respective dates and at the places below shown in the presence of the witnesses below named.

On behalf of

IIT Palakkad, Kerala, India

Signature:

Name: Dr Santhakumar Mohan Designation: Dean (ICSR)

Date: 14th February, 2023.

On behalf of

College of Engineering Trivandrum

Name: Dr. Suresh Bata Vananthapuram 16.
Designation: Principal ruvananthapuram 16.

Date: 14th February, 2023.