



## CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY

### Criteria 3

#### Research, Innovations and Extension

<b>Metric 3.7.2</b>	Number of functional MoUs with institutions/industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years
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### Supporting Documents

<b>1</b>	E-copies of MoU's & MoU Activity Reports <b>(Year : 2016-17)</b>
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# **Faculty of Technology & Engineering**



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### MEMORANDUM OF UNDERSTANDING (MOU)

This MOU made and entered into on this 28<sup>th</sup> day of November, two thousand and sixteen

BETWEEN

National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram, a constituent laboratory of Council of Scientific and Industrial Research, a society registered under the societies Registration Act (XXI of 1860) having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi 110001, India (hereinafter called "CSIR-NIIST" which expression shall where the context so admits include its successors and permitted assignees),

AND

Indian Institute of Technology, Powai, Mumbai 400 076, India under ministry of HRD, Government of India, (hereinafter called "IIT-B" which expression shall where the context so admits include its successors and permitted assignees),

AND

Faculty of Engineering - Marwadi Education Foundation Group of Institutions (MEFGI) Campus, under Marwadi Education Foundation, having its registered office at Rajkot-Morbi Road, Rajkot-360 003 (Gujarat), India., (hereinafter called "MEFGI" which

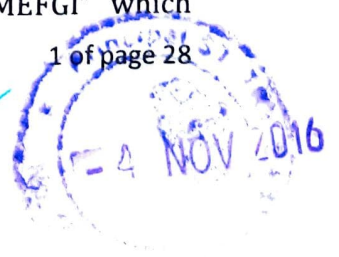
21.11.2016  
The Director, CSIR-NIIST

Peppanamcode.

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expression shall where the context so admits include its successors and permitted assignees) of the one part;

AND

Charotar University of Science and Technology, situated at Changa, having address at CHARUSAT Campus, Changa, Taluka Petlad, District Anand-388 421 formed under Gujarat State Act No.8 of 2009, Government of Gujarat and has empowered to award degrees by UGC u/s.22 of UGC Act, 1956 (hereinafter called "CHARUSAT" which expression shall where the context so admits include its successors and permitted assignees) of the other part.

### Preamble

Whereas CSIR-NIIST along with three other Institutes (CSIR-Central Mechanical Engineering Research Institute (CSIR-CMERI), Durgapur; Visvesvaraya National Institute of Technology (VNIT Nagpur), Nagpur; Jadavpur University, Kolkata) submitted a project proposal entitled "SMART Foundry 2020" to Advanced Manufacturing Technologies of Technology Systems Development Programme (TSDP) of Department of Science & Technology (DST), Ministry of Science & Technology, for consideration for funding along with the investigators from 6 institutes (IITB, CHARUSAT, MEFGI, College of Engineering, Pune (COE); DKTE TEI, Ichalkaranji; SGGS Institute, Nanded;), and 5 industry partners (3D Foundry Tech, Mumbai; Aha 3D, Jaipur; TREELabs, Mumbai; Marco Polo, Kolkata and Atomberg, Mumbai) (hereinafter called '**TSDP PROJECT on SMART FOUNDRY 2020**'), short summary thereof is attached as Annexure I

And Whereas DST has sanctioned the project vide sanction order no.DST/TSG/AMT/2015/332 (General) dated August 17, 2016 for a total cost of Rs 9.50 crore, including DST contribution of Rs. 8.25 crore and industry contribution of Rs. 1.25 crore. (Annexure II) and has divided its contribution among four PI's of respective institutes, and has released the first instalment of the sanctioned budget, as per the details in their sanction letter. (Annexure II).

And Whereas the four PI's in the respective Institutes (CSIR-NIIST, CSIR-CMERI, VNIT, Nagpur & Jadavpur University) are entrusted to share the funds to their respective academic partners as per the details agreed by all the concerned investigators and charted out in Annexure III.

And Therefore CSIR-NIIST, IITB, MEFGI and CHARUSAT desires to enter into a Memorandum of Understanding (MOU) setting forth the terms and conditions for carrying out the TSDP PROJECT on SMART FOUNDRY 2020.



The MOU details the responsibilities and obligations of each party and other terms and conditions pertaining to the MOU for undertaking the TSDP PROJECT on SMART FOUNDRY 2020.

### **C.1. Responsibilities of CSIR-NIIST**

C.1.1 CSIR-NIIST shall develop error-free code for CFD based multiphysics solver for casting process simulation including 3D Navier Stokes solver for mold filling and 3D heat transfer solver for solidification as part of Work Package (1) in Annexure 1 and benchmark it with commercial CFD code.

C.1.2 CSIR-NIIST shall develop software for process data management and visualization for SMART Foundry 2020 as part of Work Package (5) in Annexure 1, and the work involves consolidating all data generating sub-systems and setting up cloud server, data streaming to the cloud, with basic dashboard displays and software development for on-screen data visualization and Cloud data management.

### **C.2. Responsibilities of IITB**

C.2.1 CSIR-IITB shall develop levelset based free surface algorithm for tracking the free surface during mold filling and assist CSIR-NIIST in integration of multiphysics CFD code with the free surface tracking software code.

### **C.3. Responsibilities of MEFGI**

C.3.1 MEFGI shall develop cloud-based data analytics software and optimize process parameters by analysis of historical data and implement it in cloud based devices

### **C.4. Responsibilities of CHARUSAT**

C.4.1 CHARUSAT shall develop algorithms for feeder design and improving the methods design module in the existing AutoCAST X1 code of 3D Foundry Tech Pvt. Ltd., Mumbai, as part of Work Package 1

C.4.2 CHARUSAT shall develop modular system for manufacturing of Metal Matrix Composites in collaboration with IITB and Jadavpur Univesity, as part of Work Package 4.

### **C.5. Financial Obligations**

C.5.1. The total Project Cost distributed to CSIR-NIIST is ₹ 313.122 Lakh (Rupees Three crore Thirteen Lakh Twelve Thousand Two Hundred only). Details of the total budget

sanctioned to each party for carrying out TSDP PROJECT on SMART FOUNDRY 2020 is as tabulated below:

S N	Institute Item	CSIR- NIIST	IITB	CHARUSAT	MEFGI	Total Cost
1	Equipment	61.00	35.00	19.00	10.00	125.00
2	Manpower	49.248	33.696	22.464	22.464	127.872
3	Consumables	3.00	4.50	15.00	1.50	24.00
4	Contingencies/	1.50	0.0	0.0	0.0	1.5
5	Other costs	7.00	8.5	2.00	0.75	18.25
6	Travel	1.50	0.00	0.0	0.0	1.5
7	Institutional Overhead Charges	5.00	6.5	2.00	1.50	15.0
	<b>Total (₹in lakh)</b>	<b>128.248</b>	<b>88.196</b>	<b>60.464</b>	<b>36.214</b>	<b>313.122</b>

C.5.2 Money will be released to the participating institutes by CSIR-NIIST on signing of MoU

## C.6. Intellectual Property Rights

C.6.1. Any intellectual property rights obtained by parties hereto pertaining to the TSDP PROJECT on SMART FOUNDRY 2020 prior to signing of the agreement shall remain the property of that party.

C.6.2. Any intellectual property rights arising from the TSDP PROJECT on SMART FOUNDRY 2020 will be jointly owned by all parties.

C.6.3. The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of CSIR-NIIST and the expenditure incurred thereof shall be borne by all the parties in equal proportion. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be decided unaniMoUsly by Heads of the institutes of all the parties.

C.6.4. The parties shall consult each other for any publication in respect of the PROJECT.



## **7. Utilisation of Intellectual Property Rights**

7.1. All parties shall have the right to license the intellectual property generated in the TSDP PROJECT on SMART FOUNDRY 2020 to third parties, subject to approval from all other parties. The terms and conditions for such licensing shall be settled mutually between all parties. The premia or royalty accrued from licensing of the intellectual property to other parties shall be shared equally among all parties.

## **8. General terms**

All parties are free to sign MOU / agreement with any other parties in India or overseas for similar projects at their own discretion by taking consent from other parties.

## **9. Confidentiality**

During the tenure of the MOU and thereafter, all the parties undertake on their behalf and on behalf of their subcontractors/ employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to project work under this MOU for any purposes other than in accordance with this MOU.

## **10. Force Majeure**

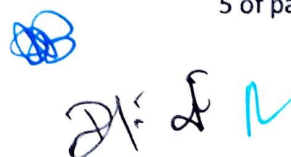
Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood earthquakes, strike, lockouts epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

## **11. Effective date, duration, termination of the MOU**

11.1. The MOU shall be effective from the date of signing and shall remain in force for the period of three years.

11.2. The MoU shall terminate on the expiry of the period, as in clause 12.1 unless extended by the parties.

11.3. During the tenure of the MoU, parties hereto can terminate the MOU either for breach of any of the terms and conditions of this MOU or otherwise by giving 3 months notice in writing to the defaulting party. Failure of any party to terminate the





MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MoU.

11.4. In the event of termination of the MoU vide 12.3 the rights and obligations of the parties, thereto shall be settled by mutual discussion.

## **12. Notices**

All notices and other communications required to be served on each party under the terms of this MOU shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to that party at its last known address of business.

## **13. Amendments to the MoU**

No amendment or modification of this MoU shall be valid, unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

## **14. Assignment of MoU**

The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## **15. Arbitration**

Any dispute arising out of this Agreement, the same shall be dealt with under the provisions of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at New Delhi.

In witness whereof, the parties hereto have signed this MoU on the day, month and year mentioned herein before.

Signing Page Follows:



For and on behalf of  
CSIR-NIIST

Signature

Name: Dr. Jose James

Designation: Chief Scientist & Head,  
RPBD Division

Seal

Dr. A. SUNDARESAN



प्रधान, अनुसंधान योजना एवं व्यवसाय विकास प्रभाग  
Head, Research Planning & Business Development Division  
सी एस आई आर- राष्ट्रीय अन्तर्विषयी विज्ञान तथा प्रौद्योगिकी संस्थान  
(सी एस आई आर- एनआईआईएसटी), भारत सरकार  
CSIR-National Institute for Interdisciplinary  
Science and Technology, CSIR-NIIST, Govt. of India)  
इंडस्ट्रियल एस्टेट पी ओ, तिरुवनन्तपुरम-695 019

Witnesses: (Name & Address)

- 1) S. S. Senthil  
S. S. Senthil  
Sr. Principal Scientist  
CSIR-NIIST, Thiruvananthapuram
- 2) Chandrakanth - CK  
Pr. Scientist RPBD Division  
CSIR-NIIST, Thiruvananthapuram

For and on behalf of

MEFGI

Signature

Name: Prof. (Dr.) R. B. JADEJA.

Designation:

Seal

Dean - Faculty of Engineering  
Marwadi Education Foundation's  
Group of Institutions, Rajkot

Witnesses: (Name & Address)

- 1) Amit V. Sata  
Mechanical Engg. dept, Faculty  
of Engg., MEFGI, At Gandhidol,  
Rajkot - 360 003.
- 2) CDR R. L. JHALA  
DEAN - Faculty of Technology  
MEFGI, At - Gandhidol  
RAJKOT - 360 003.

For and on behalf of  
IITB

Signature

Name: Prof. P. V. BALAJI

Designation: PROFESSOR & DEAN (R&D)

Seal

संकायाध्यक्ष, शोध एवं विकास  
Dean, Research and Development  
कृते निदेशक, आय आय टी पुंबई  
For Director, IIT Bombay

Witnesses (Name & Address)

- 1) C. S. Karagadde  
Mechanical  
Engg
- 2) Padma Satish  
OFFICE OF THE DEAN (R&D)  
IIT BOMBAY

For and on behalf of

CHARUSAT

Signature

Name:

Designation:

Seal



Witnesses (Name & Address)

- 1) Mayur Sutar  
Mechanical Engg. Department  
CHARUSAT campus, Changa  
Anand - 388421
- 2) Vijay Chaudhary  
Mechanical Engg. Dept.  
CHARUSAT - Changa, Anand.

# **Faculty of Pharmacy**



Ramanbhai Patel College of Pharmacy  
Charotar University of Science and Technology,  
CHARUSAT Campus, Changa 388421,  
Ta. Petlad, Dist. Anand, Gujarat, India  
www.charusat.ac.in

Packaging Solutions  
Survey No. 674,  
Opp:- Satyam Estate-1,  
Ahmedabad to Indore National Highway,  
Village:- Kubadthal, Tal:- Daskroi,  
Ahmedabad- 382 430, Gujarat, India

### Memorandum of Understanding (MoU)

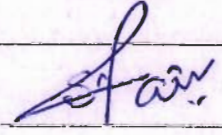
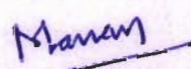
1. Ramanbhai Patel College of Pharmacy (RPCP), Charotar University of Science & Technology (CHARUSAT) and Packaging Solutions will have collaboration for the Projects entitled:

I) "Studies on Ability of selected flexible thermoplastic laminates to protect physical and chemical integrity of *Bacopa Monniere* extract"

AND

II) "Application of thermoplastic laminates in packaging of Effervescent Tablets containing Promethazine"

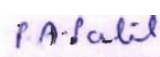
2. Persons appointed by RPCP for the purpose of this project under this MoU are:

Sr. No.	Name	Designation for the Project	Signature
1	Dr. Samir Patel	Project Supervisor	
2	Dr. Manan Raval		

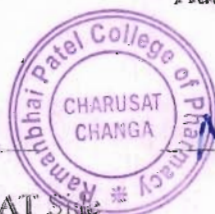
3. Packaging Solutions will provide (and develop if required) flexible laminates, packaging bags to RPCP-CHARUSAT for this collaborative project, in addition to provide testing facilities for those laminates at Packaging Solutions.
4. The students of M. Pharm programme taking up these projects will work at Packaging Solution too, under technical supervision of RPCP as well as Packaging Solutions.
5. This MoU will also be governed by Confidentiality and Non Disclosure Agreement (CNDA) to be signed as per Enclosure I.
6. This Project will be completed within 01 Year from date of signing this MoU.
7. All the original data related to Project shall be submitted to Packaging Solutions by RPCP or will be published after receiving written consent from Packaging Solutions.



  
Registrar CHARUSAT

 P. Patel PURUSH PATEL  
Authorized Signature of Packaging Solutions

  
Principal RPCP  
Witness from CHARUSAT



 MERCY BULSARI  
Witness from Packaging Solutions

Ramanbhai Patel College of Pharmacy  
Charotar University of Science and Technology,  
CHARUSAT Campus, Changa 388421,  
Ta.Petlad, Dist.Anand, Gujarat, India,  
www.charusat.ac.in

Packaging Solutions  
Survey No. 674,  
Opp:- Satyam Estate-1,  
Ahmedabad to Indore National Highway,  
Village:- Kubadthal, Tal:- Daskroi,  
Ahmedabad- 382 430, Gujarat, India

8. Any intellectual Property, material and other work product (including any patent, copyrights, product, or other intellectual property rights therein) which is created through the execution of the above project shall be jointly owned by RPCP -CHARUSAT and Packaging Solutions.
9. RPCP shall update Packaging Solutions with status of project with reports/findings/happenings with raw data file once in a month.
10. If inadvertently RPCP fails to complete the Project, Packaging Solutions will bare cost of material provided to RPCP-CHARUSAT for this project, in addition to provide training and testing facility at R. & D. Center of Packaging Solution.
11. If inadvertently RPCP is unable to meet the project objectives then all the work done till date would belong to RPCP
12. RPCP-CHARUSAT and Packaging Solutions shall have liberty to announce about this collaboration in its electronic and print media.

*D. Joshi*

Registrar CHARUSAT



Principal-RPCP

Witness from CHARUSAT Side

*P.A. Patel*

PURVISH TATL

Authorized Signature of Packaging Solutions



*M. Bulsari*

MERCY BULSARI

Witness from Packaging Solutions





## CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This Confidentiality and Non Disclosure Agreement (the "**Agreement**") is made on this 03 day of January 2017 (the "**Effective Date**") by and between:

**M/s. PACKAGING SOLUTIONS**, a company incorporated under the Companies Act, 1956 at Survey No. 674, Opp. Satyam Estate – 1, Ahmedabad To Indore National High Way, Village : Kubadthal, Ta. : Daskroi, Dist. Ahmedabad (hereinafter referred to as "**PACKAGING SOLUTIONS**" which expression shall unless repugnant to the context thereof mean and include its affiliated, successors, legal representatives, assigns, administrators, representatives-in-interests and executors) of the First Part.

AND

**Ramanbhai Patel College of Pharmacy**, a constituent Institute of Charotar University of Science and Technology, situated at **CHARUSAT** Campus, Changa, Ta. Petlad, District: Anand (hereinafter referred to as "**RPCP**" which expression shall unless repugnant to the context thereof mean and include its affiliated, successors, legal representatives, assigns, administrators, representatives-in-interests and executors) of the Second Part.

**PACKAGING SOLUTIONS** and **RPCP** are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

Whereas:

**RPCP** is desirous of getting these two projects:

1. Studies on Ability of selected flexible thermoplastic laminates to protect physical and chemical integrity of *Bacopa Monniere* extract
2. Application of thermoplastic laminates in packaging of Effervescent Tablets containing Promethazine

AND

These studies will ascertain the suitability of the selected packaging materials for endowed application. Packaging solution will help in selection/development of packaging materials with desired properties and **RPCP** will implement the compatibility studies between product and packages at **RPCP**. (hereinafter referred to as the "**Purpose**").

The said study requires the exchange of certain Confidential Information (as defined here in below) by the parties. The parties agree to disclose the Confidential Information to each





other on the condition that both the parties execute this Agreement.

### **1. Definition of Confidentiality or Confidential Information**

As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of **PACKAGING SOLUTIONS**, or (ii) non-technical information relating to **PACKAGING SOLUTIONS**'s products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to **PACKAGING SOLUTIONS**.

### **2. Non disclosure and Non use Obligations**

**RPCP** will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to **PACKAGING SOLUTIONS** for the purpose described hereinabove, whether or not in written form. **RPCP** agrees that it shall treat all Confidential Information of **PACKAGING SOLUTIONS** with at least the same degree of care as **RPCP** accords its own confidential information. **RPCP** further represents that it exercises at least reasonable care to protect its own confidential information. **RPCP**, being not an individual, it agrees that it shall disclose Confidential Information only to its below employees/representatives who need to know such information for the purpose described hereinabove, and certifies that such employees signs this Agreement.

The employees or the representatives of **RPCP** who are appointed by **RPCP** for the purpose of providing the confidential information of **PACKAGING SOLUTIONS** under this agreement are:

Sr. No.	Name	Designation for the Project
1	Dr. Samir Patel	Project Supervisor
2	Dr. Manan Raval	

### **3. Survival**

This Agreement shall govern all communications between the parties. **RPCP** understands that its obligations under Paragraph 2 ("Non disclosure and Non use Obligations")



shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, **RPCP** will promptly deliver to **PACKAGING SOLUTIONS**, without retaining any copies, all documents and other materials furnished to it by **PACKAGING SOLUTIONS**.

#### **4. Governing Law**

This Agreement shall be governed in all respects by all the applicable Indian laws, such applicable to this agreement entered into and to be performed entirely within Gujarat State jurisdiction.

Incase of any disputes arising out of this Agreement, the same shall be governed by the Courts having the jurisdiction of Ahmedabad city.

#### **5. Injunctive Relief**

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

#### **6. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For, **PACKAGING SOLUTIONS**

Signature: P. A. Patel  
Name: **Mr. Purvish Patel**

Title: **Sr. VP, National Sales**



For, **RAMANBHAI PATEL COLLEGE OF PHARMACY**

Signature: Dr. Anuradha Gajjar  
Name: **Dr. Anuradha Gajjar**

Title: **Principal, RPCP**



**Witness:**

**Signature:**  
**Signature:**

*Bulsari*

**Name:** *Ms. Mercy Bulsari*

**Title:** *R. & D. Lead*

**Witness:**

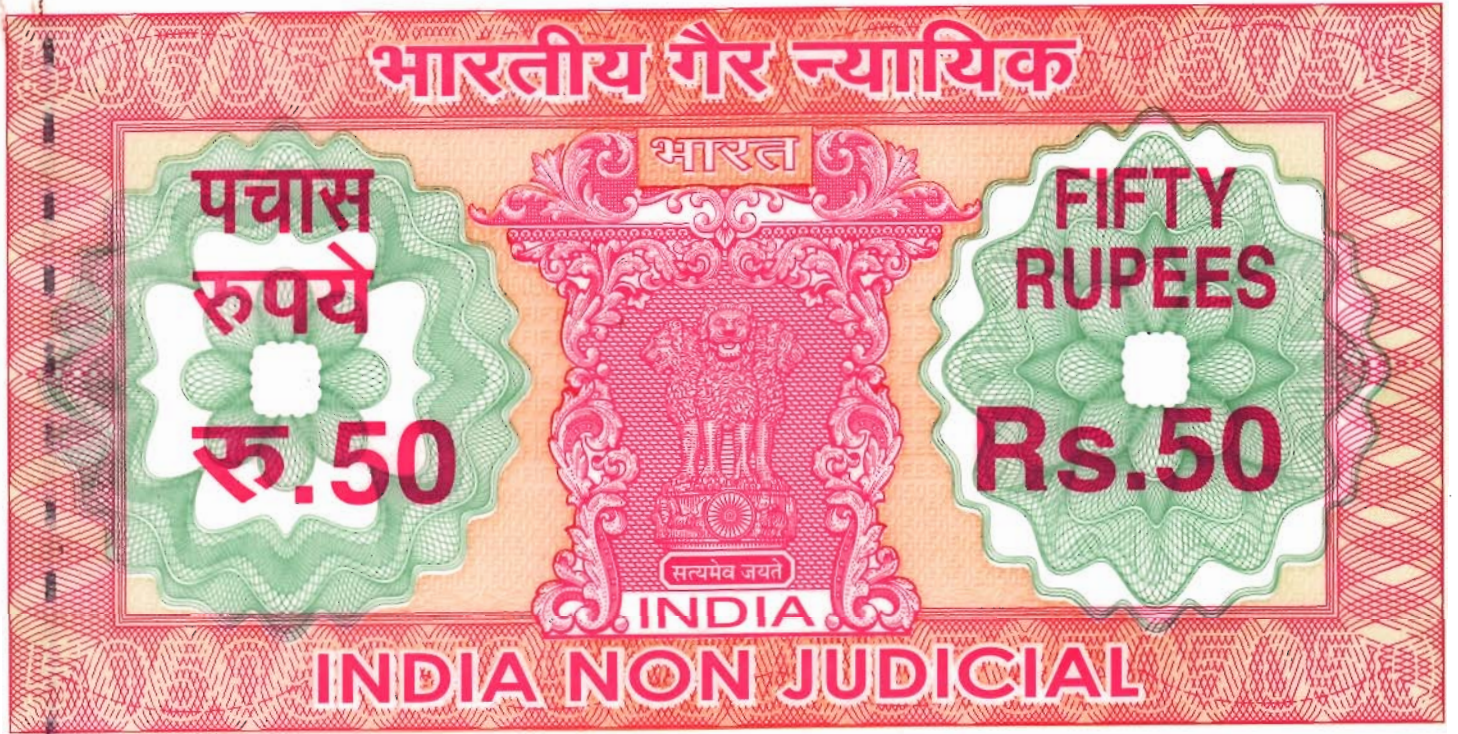
*D Joshi*

**Name:** *DEYANG JOSHI*

**Title:** *REGISTRAR, CHARUSAT.*







गुजरात गुजरात GUJARAT

Z 642749

वे.भा.ड.र.नं. ९९३३५/९९ अ. ५० अति शिवा ५५५

नाम : वसुधा लाल पटेल किराये कर के दस्तावेज

गाम : आंग

पते : अ.य. क.म. पी

१२/१/२०१७

यावडा नरेंद्र जी  
स्टेप वेन्डर, पेटलाड  
ता. नं. २३/८९  
रहे. सोडगा, ता. सोडगा.

## MEMORANDUM OF UNDERSTANDING

Whereas **VASU RESEARCH CENTRE (VRC)** (A Division of Vasu Healthcare Pvt. Ltd.), A2/624-625/2, G.I.D.C., Makarpura, Vadodara – 390 010, Gujarat (hereafter mentioned as the 'Company'), on one hand, and **RAMANBHAI PATEL COLLEGE OF PHARMACY, (RPCP)** Charotar University of Science & Technology, **CHARUSAT** Campus, At. & Po. Changa, Tal. Petlad, Dist. Anand-388421, Gujarat (hereafter mentioned as the 'Institute') on the other, hereby enter in to the Understanding as under for mutual benefits,

- VRC appreciated the Vision and mission of the Institute and values propounded by RPCP.
- VRC recognizes the strengths of RPCP to undertake research projects of industrial interest and willingness to promote effective and result-oriented Industry Institute Interaction in all its ramifications.

*[Signature]*

*[Signature]*



- VRC recognizes the facility of postgraduate education and research in the fields of Pharmacognosy, Quality Assurance, Pharmaceutical Chemistry, Pharmacology, Dosage Form Design and Bio-Pharmaceutics.
- RPCP believes that partnering with industry is the best way to give practical shape to its cherished ideas.
- RPCP appreciates the Social commitment and professional obligation of the Company to promote pharmacy education and enlarge the scope of in-house research by collaboration with the Institute.
- RPCP recognizes the state of the art facilities of VRC in terms of research, production and quality control.
- Expenditure incurred for all the research activity at RPCP will be borne by the Institute and that at VRC will be borne by the Company with respect to research projects allotted to Students from the Institute. However, raw materials, internal standards and chemicals may be provided by the company for development if needed to the Institute on case to case basis.

We hereby commit ourselves to the following:

#### **The VRC will**

1. Provide Research and Consultancy projects to the Institute on negotiated terms.
2. Provide training facilities to the students and the vocational training to the faculty as per the convenience of company.
3. Provide campus interviews for the Institute students and give preference to its students in selection, if they found suitable to the company.
4. Promote or participate in the seminars, Conferences, Conventions organized by the Institute in the areas of Education and Research.
5. Intellectual property rights (IPR's)
  - a) For Govt. sponsored collaborative research project: IPR will be the joint property of the company and institute.
  - b) For institute sponsored research project at Company: IPR will be the sole property of the institute. The institute will hold all the rights for the execution of such IPs.
  - c) For Company sponsored collaborative research project at company / at institute: IPR will be the solely property of the company. The company will hold all the rights for the execution of such IPR's.
  - d) For student dissertation work on company sponsored topic at company / at institute: IPR will be the solely property of the company. The company will hold all the rights for the execution of such IPR's.




6. All research publications arising as an outcome of collaborative work will have **joint publication**. However, the company will also hold rights to decide the type of publication & journal.
7. All information shared by the company during any interaction by the students and /or Institute shall remain confidential.
8. VRC will not utilize or disclose any matter of the joint project anywhere.

#### **The RPCP will**

1. Provide training to the Company staff for enhancing their knowledge on negotiated terms.
2. Provide services of officials of the Company as guest/visiting Faculty in the subject of Research & Development.
3. Provide access to Library facilities for resources and other information as required by the company.
4. Provide access to the Research facilities in the Institute, on negotiated terms.
5. Nominate professionals of the Company as it deems proper to serve as member of on various committee like: Committee for Advancement in Research Education (CARE), Advisory Committee, Curriculum Review Committee, and Institution Review Board.
6. The Institute will take up any Trouble Shooting, Cost Reduction, Research & Development activities of the Company as a Project, which may be given to the M.Pharm/Ph.D students as dissertation. Such Projects shall be carried out at the Company and / or the Institute premises.
7. The students when working at the company will have to adhere to the strict discipline of the organization. Failing which the students' research work will be terminated and all the work will solely be the property of the company and/or can be given to other deserving student.
8. The students will submit a hard copy & soft copy of their dissertation to the Company.
9. Help in Documentation, Patent writing and Interpretation on negotiated terms.
10. RPCP will not utilize or disclosed any matter of the joint project anywhere.

The MOU will remain in force for a period of **three years** and will be reviewed suitably thereafter and the Company as well as the Institute hereby gives solemn commitment to implement this MOU in proper spirit and faith, and hereby be signatories to the Understanding.

This MOU can be terminated by either party giving 30 days' written notice to the other party.





This MOU is signed between VASU RESEARCH CENTRE (A Division of Vasu Healthcare Pvt. Ltd.), Vadodara and RAMANBHAI PATEL COLLEGE OF PHARMACY, Changa on dated \_\_\_\_\_.

**Authorized signatories:**



**Mr. Vikram Trivedi**

General Manager – R&D

(On behalf of the Company)

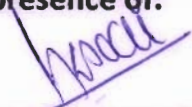


**Dr. Devang Joshi**

Registrar - CHARUSAT

(On behalf of the Institute)

**In the presence of:**



**Dr. Hardik Soni**

*Sr.* Manager- R&D

(On behalf of the Company)



**Dr. Manan Raval**

Associate Professor

(On behalf of the Institute)

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## Memorandum Of Understanding

This memorandum of understanding (called MoU hereunder) entered into between **Cadila Healthcare Ltd.**, registered office at Zydus Tower, Satellite Cross Roads, Sarkhej Gandhinagar Highway Ahmedabad – 380015 hereafter referred to as CHL which is a company within the meaning of companies Act 1985, having its expression shall include its representatives, successors, administrators and assigns of the one part

AND

The **RAMANBHAI PATEL COLLEGE OF PHARMACY, Changa**, is a constituent Institute of Charotar University of Science and Technology (**CHARUSAT**). Ramanbhai Patel College of Pharmacy (here in after referred to as RPCP) which expression shall be deemed to include its representatives, successions, executors, administrators and assigns of the second part. Charotar University of Science and Technology is established under the Gujarat Act No. 8 of 2009, Government of Gujarat.

### **PREAMBLE**

WHEREAS, Cadila Healthcare Limited having Manufacturing plants at various places near Ahmedabad (hereafter referred to as CHL) has been involved into Manufacturing into various Pharmaceutical Product at sites located near Ahmedabad. These sites are equipped with all sophisticated production machineries as well as analytical instruments in Quality Control lab involved into various chemical & analytical testing activities

To name few sites are as under;

- Moraiya, Sarkhej-Bavla NH 8A
- PHARMASEZ
- Topical Unit, Navapura
- Lyo Facility, Vatva

WHEREAS, RPCP has been an educational institution. RPCP is a well-established one and has reputation of high academic standards. It has well established laboratories,



5. RPCP is also agreeing to make available sophisticated analytical instruments facility for training to the students based on the requirement of CHL.
6. CHL shall provide technical / facility support on mutually agreed terms to RPCP faculty members in seeking support to train the students

The above activities are only indicative and not exhaustive and will be undergoing continuous changes based on the needs of the organizations i.e CHL & RPCP-CHARUSAT.

### **CONFIDENTIALITY**

1. Any information on data, drawings, designs which come across by RPCP or its representatives during the interaction with CHL officials shall be maintained confidential.
2. The confidentiality and secrecy of information used shall be strictly maintained.
3. Whosoever by virtue of this agreement, representing RPCP / CHL and carry out the research work / project in RPCP /CHL has to give a separate undertaking stating that they will abide by all the conditions of this MoU and shall maintain this confidentiality. (In any unforeseen eventually, individual shall be responsible and not RPCP /CHL. The responsibility will be unilateral and not collateral.)

### **ADVISORY COMMITTEE**

The CHL and RPCP will form a joint advisory committee consisting of two member each from CHL and RPCP. These members shall be nominated by the respective managements. The advisory committee shall meet at least three times in a year to monitor the progress as well as actual application of mutually agreed projects.

### **EFFECTIVE DATE AND DURATION OF MoU**

1. This MoU shall be effective from the date mentioned here in before.
2. The duration of the MoU shall be for a period of 3 years from the effective date.
3. During its tenancy the MoU may be extended or terminated by a prior written notice or not less than one month by either party.



large computing network, good library and qualified staff. The graduates of RPCP are known to be of high caliber and have made name all over the world. It is therefore in the fitness of things that the infrastructure of RPCP is effectively tapped towards Industry-Institute interaction by CHL.

WHEREAS, Both CHL and RPCP now agree that.

1. CHL will develop course curriculum to meet up with industry expectation & RPCP will impart education to their interested students based on syllabi
2. CHL will extend need base support by sparing their seniors for taking class for identified/interested students at campus of CHL/RPCP
3. CHL will provide structured interaction with the RPCP to shape up such students
4. CHL will also develop evaluation plan to screen such students at regular interval

NOW THEREFORE, in consideration of the mutual covenants contained made here in and of good and valuable consideration, the receipt and sufficiency of which both CHL and RPCP hereby acknowledges and agrees as under:

#### **SCOPE OF THE MoU**

This MOU details the activities, modalities and conditions regarding collaboration between CHL and RPCP on a long term basis however initially focusing on the general areas student's development keeping in mind the expectation of CHL & RPCP-CHARUSAT

1. CHL will develop course curriculum keeping in mind various trends & requirement for Manufacturing/Quality area to enhance Good Laboratory/Manufacturing Practices. The such curriculum shall be discussed with officials of RPCP and also will plan for its completion with extension of support if required
2. CHL will plan & ensure structured interactions with students of the RPCP with the help of officials of RPCP to develop them as per need of CHL & readily available for requirement of CHL
3. CHL may sponsor identified students of RPCP to undergo project at the site of CHL during vacation which will help students to have real life experience of Industry
4. CHL will assess the students based on the selection criteria & RPCP will extend all support in conducting screening process at the venue of RPCP/CHL

## AMENDMENT OF MoU

No amendment of modification of this MoU shall be valid unless the same is made in writing by both the parties, mutually, and specifically stating the same to be an amendment to this MoU. The amendments shall be affective from the date on which they are made/executed, unless otherwise agreed to.

IN WITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING ON THE DAY MONTH AND YEAR MENTIONED HERE IN BEFORE.

### PARTIES

Signed & delivered for and Signed & delivered for and

on

on

Behalf of RPCP

Behalf of CHL

Signature Manan

Signature Aashish

Name: Manan

Name: ASHISH GUPTA

Designation:

Designation:

SEAL

SEAL

Witness (Name & Address)

Witness (Name & Address)

1. Doshi (Devang Joshi)  
RPCP, Changa

1. Virendrasinh  
CHL, Moraiya

2. meul meul pade  
RPCP, Changa

2. Naya Nand Singh  
CHL, Moraiya

Date: 21/12/2016

Date: 21/12/16

# **Faculty of Management Studies**



# **Memorandum of Understanding (MoU)**

## **Regarding Preparation of**

### **District Human Development Report (DHDR)**

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This Tripartite MoU is entered into between **Gujarat Social Infrastructure Development Society** (hereinafter referred to as **GSIDS** unless its meaning otherwise requires), a wholly owned Government of Gujarat Society, a society registered under provision of Societies Registration Act, 1860 and Bombay Public Trust Act, 1950, having its office at Directorate of Economics and Statistics, Near Police Bhavan, Sector 18, Gandhinagar of the ONE PART.

**Charotar University of Science & Technology (CHARUSAT) Changa** (hereinafter referred to as university / institute unless its meaning otherwise requires), a university / institute approved by Government of Gujarat and having its office at Charotar University of Science & Technology (CHARUSAT) Changa -388421, Gujarat of the SECOND PART.

**Chhotaudepur District Collector**, Government of Gujarat (hereinafter referred to as District Collector unless its meaning otherwise requires), having its office at, District Collector Office, Jilla Seva Sadan, Chhotaudepur of the THIRD PART.

#### **BACKGROUND AND CONTEXT:**

WHEREAS the State Government had participated in the GOI-UNDP project on **Strengthening State Plans for Human Development (SSPHD)** in the year 2008-09. Five districts were selected at the initial stage for preparation of District Human Development Reports (DHDR) – (Sabarkantha, Surendranagar, Jamnagar, Surat and The Dangs). Later on, Government of Gujarat has undertaken the activity of preparation of DHDRs for 21 districts (Tapi, Panchmahals, Kheda, Banaskantha, Bharuch, Kachchh, Gandhinagar, Dohad, Narmada, Ahmedabad, Amreli, Anand, Bhavnagar, Junagadh, Mahesana, Navsari, Patan, Porbandar, Rajkot, Vadodara and Valsad) through GSIDS during 2010-11 to 2014-15.

AND WHEREAS again, in the current year 2016-17, State Government has decided to prepare District Human Development Reports (DHDRs) of the newly created Seven Districts through GSIDS, which includes **Chhotaudepur** district as well.

#### **AND THERE IS A NEED FOR PREPARATION OF DHDR DUE TO FOLLOWING REASONS**

Human Development is increasingly becoming an area of concern and high priority is given to a development strategy which conceptually goes beyond per capita income as a measure of development. The preparation of DHDR's marks the beginning of the process whereby people are mobilized and actively participate in the development process. The DHDR is expected to be an important document for formulating the **District Human Development Plan**.

**NOW THIS DEED OF MOU WITNESSETH AS UNDER:**

**(A) ROLES AND RESPONSIBILITIES:**

**(i) Gujarat Social Infrastructure Development Society (GSIDS)**

- (a) GSIDS shall provide the data input available with itself for the preparation of District Human Development Report. However, the additional data other than that supplied by GSIDS shall be obtained by Institute/University from other sources. It will also collect whatever data/statistics are required and available with the Directorate of Economics and Statistics.
- (b) GSIDS will work as facilitator between the Institute/University and District Collector for which it will appoint nodal officer or contact person.
- (c) Provide guidance to District Planning Officer, District SPAC/SPA and also to the Project Coordinator of University/Institute.
- (d) GSIDS will call State Level High Level Committee Meeting for finalization of Draft Report.
- (e) GSIDS will release the entire fund as per this MoU.

**(ii) Institute/University**

- (a) University/Institute shall carry out comprehensive study of Sociological status of the particular district viz. Education, Health & Nutrition, Livelihood, Basic Amenities, Gender Equity, Vulnerability etc. in consultation with the District Officer of the line Department and submit its draft report in English language.
- (b) DHDR will include methodology, objective, brief profile of the district, including Demography, Education, Health & Nutrition, Livelihood, Gender & Vulnerability, Basic Amenities etc. Also Include SWOC Analysis at the end of each chapter and include a separate chapter for Way Ahead in the report.
- (c) DHDR will also include the impact of various Flagship & Mission Mode programmes being implemented by the State Government and also include various Success Stories/ Case Studies in the report.
- (d) University/Institute shall finalise the draft report in consultation with District Collector and the concerned District officers.
- (e) The report should depict Human Development Status of the district and feedback / inputs required for policy formulation specifically need to be reflected in the report.
- (f) Technical annexure regarding data availability and data gaps will be required to include in the report.



- (h) University/Institute shall prepare Draft report of DHDR within Six Months of period, after signing this MoU.
- (i) University/Institute shall provide Two Hard Copies of the draft Report as well as Soft Copy of the same to the GSIDS and District Collector Office and Two Hard Copies (Colour) of the Final approved report to GSIDS & District Collector Office.

**(iii) District Collector**

- (a) To form a Core Committee of district officers related to various aspects of Human Development.
- (b) To organise District Core Committee of District / Taluka level officers and discuss various aspects/issues pertaining to Human Development of the district.
- (c) To provide necessary facilities, logistic arrangements and inputs to the University/Institute for field visits to carry out studies related to Human Development of the district. The District Collector shall also issue the directions to the concern district officers for inputs required for preparation of DHDR.
- (d) To organise District Core Committee for finalisation of the Draft report and submit the same to The Principal Secretary (Planning) & Chairperson GSIDS, Government of Gujarat, Gandhinagar with the remarks of Core Committee.

**(B) PAYMENTS AND RELEASE OF FUNDS:**

Charotar University of Science & Technology (CHARUSAT) Changa will prepare District Human Development Report (DHDR) for Chhotaudepur District and will be paid total consideration of ₹ 6.00 lakh (Including Service Tax) for this purpose, in following manner by the GSIDS.

- 50 % upon signing of this MoU and receipt of Invoice
- 30 % upon approval of the draft report by District Collector (through District Core Committee)
- 20 % upon approval of the final report by State Level High Level Committee





**(C) JURISDICTION:**

This entire contract is subject to competent court at Gandhinagar Jurisdiction only.

**DIFFICULTIES AND DISPUTES**

Any difficulties or disputes that may arise on account of interpretation or implementation of this MoU shall be referred to Principal Secretary (Planning), General Administration Department, Government of Gujarat. If amicable solution could not be arrived at then the dispute or difficulties shall be placed before Steering Committee whose decision shall be final and binding to all the parties to this MoU.

Signed by and on behalf of (as under):

For and on behalf of	Name & Designation	Signature & Stamp	Date
Gujarat Social Infrastructure Development Society (GSIDS)	K.D.Vashi Director & Member Secretary, GSIDS	 Director & Member Secretary GSIDS, Gandhinagar.	30/5/2016
Registrar/ Authorised Signatory Charotar University of Science & Technology (CHARUSAT), Changa	Shri. Devang Joshi	 REGISTRAR CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY CHARUSAT CAMPUS, CHANGA	11/6/16
District Collector/ Authorised Signatory, Chhotaudepur			

## MEMORANDUM OF UNDERSTANDING

Between

State Bank of India (SBI)

and

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT)

This Memorandum of Understanding confirms the common desire of the State Bank of India (SBI), Gujarat and Charotar University of Science and Technology (CHARUSAT), Changa, Gujarat, India for collaborating for mutual development through initiatives mentioned where in as under:

In order to establish above, SBI and CHARUSAT agree to cooperate in the following area:

1. Organizing activities such as Workshops, Seminars, Popular Talks and Conclave for joint execution and promotion of Emerging Frontiers in Digital Payment System, and other related activities as mutually decided from time to time. These activities may be organized jointly at State, National and International levels.

This MOU becomes effective from the day of signing and shall remain operative till until either of the organizations requests its termination in writing to the other organization at least three months in advance. Both organizations will have the right to propose amendments as and when they consider such amendments necessary to improve the cooperation between them.

For and on behalf of CHARUSAT	For and on behalf of the Organization
Name of the Person: Mr. Devang Joshi	Name of the Person: Mr. Rajiv Mishra
Designation : Registrar	Designation : Regional Manager
Charotar University of Science and Technology, CHARUSAT Changa – 388 421, Ta. Petlad Dist. Anand Gujarat	State Bank of India Regional Business Office Janta Cross Road Dist. Anand Gujarat
Sign: 	Sign: 
University Seal 	Organisation Seal 
Date: 07/12/2016	Date: 07 <sup>th</sup> Dec. 2016



### MEMORANDUM OF UNDERSTANDING Between

**The Centre for Entrepreneurship Development (CED)**

**-A Government of Gujarat Organisation**

**and**

**CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT)**

This Memorandum of Understanding confirms the common desire of The Centre for Entrepreneurship Development (CED), -A Government of Gujarat Organisation and Charotar University of Science and Technology (CHARUSAT), Changa, Gujarat, India for collaborating for mutual development through initiatives mentioned where in as under:

In order to establish above, CED and CHARUSAT agree to cooperate in the following area:

- Introduce and/or strengthen entrepreneurship education on campus through deployment of a systematic approach to optimizing and increasing the impact of teachers and training programs on entrepreneurship education.
- Provide participants with the opportunity to become entrepreneurially skilled and motivate them to become entrepreneurs.
- Enable aspiring graduating students / Participants who start meaningful ventures by connecting them to mentoring platform and related entrepreneur support systems.
- Up-skilling of MSMEs employees by providing them need based training in sector specific areas like Bio-waste Management, Renewable energy and Professional Skill Development and Social Entrepreneurship in surrounding region of CHARUSAT
- Jointly organise Entrepreneurship Awareness Camps (EAC), Faculty Development Programmes (FDP), and Entrepreneurship Development Programmes (EDP), Sector specific programs in area of bio energy, bio pesticides, bio compost, bio waste management, organic farming, solar energy, and other areas which have entrepreneurial potential in the region.
- CED and CHARUSAT will regularly interact at level of Deans / Principals / Heads of the Constituent Institutes for charting out a plan for the proposed EDC/EDP/Other programs at CHARUSAT, with focus on selection of Trainers for EDC, ToT (training of trainers),

**"EMPOWERING INDUSTRY THROUGH SKILL AND ENTREPRENEURSHIP DEVELOPMENT....."**

Block No.1, 9<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010

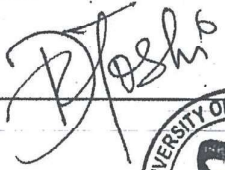
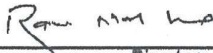


Ph.: 079-23247366, 23240253, 23243847 Fax: 079-23256679 Email: cor-ced@gujarat.gov.in Website: www.ced.gujarat.gov.in

Regional Offices: Ahmedabad: 079-25506843, 7567073368 Vadodara: 0265-2363192, 7567073312 Surat: 0261-2492432, 756707506



establishment of Start-up & Incubation Centre, promoting Social Entrepreneurship, Action Research Project

- This MOU becomes effective from the day of signing and shall remain operative till until either of the organizations requests its termination in writing to the other organization at least three months in advance. Both organizations will have the right to propose amendments as and when they consider such amendments necessary to improve the cooperation between them.
- Financial proposal will be jointly worked out, discussed and put up for approval.

For and on behalf of CHARUSAT	For and on behalf of the Organization
Name of the Person: Mr. Devang Joshi	Name of the Person: Dr. R N Prasad
Designation : Registrar	Designation : Director
Charotar University of Science and Technology, CHARUSAT Changa - 388 421, Ta. Petlad Dist. Anand Gujarat	The Centre for Entrepreneurship Development (CED) Block No. 1, 9 <sup>th</sup> Floor, Udhog Bhavan, Sector 11, Gandhinagar- 382017 Gujarat, The Centre for Entrepreneurship Development
Sign: 	Sign: 
University Seal 	Organisation Seal 
Date: May 19, 2017	Date: 19-5-17

# **Faculty of Sciences**

## NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("this Agreement") is made and entered into effective as of 1<sup>st</sup> April, 2017 ("Effective Date") by and between

Charotar University of Science & Technology, a university duly organized under the laws of India and having its principal place of Changa-Gujarat 388421, India (hereinafter referred to as "CHARUSAT")

and

National University Corporation Nagoya Institute of Technology, a university corporation duly incorporated under the laws of Japan and having its principal place at 29, Aza Kiichi, Gokiso-cho, Showa-ku, Nagoya-shi, Aichi-ken, 466-8555, Japan ("NITECH")

in anticipation of each party disclosing, for CHARUSAT also via its affiliates that are notified to and acknowledged by NITECH ("Affiliates"), confidential information to the other party relating to the field and for the purpose identified below:

"Field" : Heat transfer using temperature-sensitive magnetic fluid:

For CHARUSAT: Synthesis of temperature-sensitive magnetic particles and preparation of temperature-sensitive magnetic fluids

For NITECH: Test of the performance of the magnetically-driven heat transport device using the temperature-sensitive magnetic fluid prepared by CHARUSAT

"Purpose": In order to develop the magnetically-driven heat transport device, CHARUSAT and NITECH will mutually provide their in-kind contributions with their theoretical and experimental researches in the field of heat transfer using temperature-sensitive magnetic fluid. The outcome from the collaboration between CHARUSAT and NITECH will be significant in terms of technological and scientific study, and more over industrial advances. Neither party will owe financial obligations unless otherwise agreed by both parties with respect the above activities.

In consideration of each party and for CHARUSAT also via Affiliates ("Disclosing Party") making confidential information available to the other party or for CHARUSAT also to Affiliates ("Receiving Party"), the parties hereby agree as follows:

*D. Joshi*

*Osamu Saito*



1. **Definition of Confidential Information.** For Purpose, "Confidential Information" shall include all information or material disclosed or provided by Disclosing Party to Receiving Party that has or could have commercial value or other utility in Field in which Disclosing Party is engaged. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar legend. If Confidential Information is transmitted orally or visually, Disclosing Party shall (i) inform Receiving Party of the confidential nature of the disclosure at time of disclosure to Receiving Party and (ii) promptly (i.e. within 15 business days from disclosure) provide Receiving Party with a writing summarizing that such oral/or visual communication constituted Confidential Information and labeling or stamping the word "Confidential" or some similar legend. Notwithstanding the foregoing, Receiving Party's obligations under this Agreement do not extend to the information that is:
- (a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault by Receiving Party;
  - (b) in the possession of Receiving Party before disclosure by Disclosing Party;
  - (c) learned by Receiving Party through legitimate means other than from Disclosing Party;
  - (d) is disclosed by Receiving Party with Disclosing Party's prior written approval;
  - (e) developed by Receiving Party independent from any access to Confidential Information supplied by Disclosing Party; or
  - (f) Confidential Information which is required to be disclosed by applicable law, regulation or order of a court of competent jurisdiction provided, however, that Receiving Party takes all reasonable steps to restrict and maintain the confidentiality of such disclosure and provides reasonable prior written notice to Disclosing Party of the requirement to disclose such information and the specific disclosure(s) proposed to be made to satisfy such law(s), regulation(s) or legal process(es).
2. **Obligations of Receiving Party.** Receiving Party may use Confidential Information only for Purpose and shall hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees as is reasonably required for Purpose and who (i) have been bound, in writing, to maintain Confidential Information in confidence both during and after the term of their employment with Receiving Party or (ii) are bound under their employment contracts by similar confidentiality obligations. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party, or destroy (and certify to its destruction), at the discretion of Disclosing Party, any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information upon Disclosing Party's request in writing.

*D. Toshi Osamu Saito*



Notwithstanding the foregoing, CHARUSAT is entitled to disclose Confidential Information disclosed by NITECH to its Affiliates provided such Affiliate shall be bound to the same extent of secrecy as the parties hereto.

3. **Primary Contacts.** The primary contact(s) for disclosing or receiving Confidential Information for the parties are as follows:

For CHARUSAT: Kinnari Parekh, Senior Research Scientist

For NITECH: Yuhiro Iwamoto, Assistant Professor

4. **No Warranty.** Confidential Information is provided "as is". Neither party makes warranties, express or implied, regarding accuracy, completeness, suitability or performance of its Confidential Information.
5. **Rights.** The parties acknowledge that the right, title and interest in Confidential Information are and remain the exclusive property of Disclosing Party of such Confidential Information. Nothing in this Agreement is intended to give or shall be interpreted as giving Receiving Party a license, express or implied, under any of Disclosing Party's patents and/or other rights now owned or hereinafter acquired by Disclosing Party. In case either party recognizes intellectual property such as patents that are created using Disclosing Party's Confidential Information and worthy of protection, such party shall notify the other party and both parties shall discuss handling of such intellectual property.
6. **Term of Agreement.** This Agreement shall become effective as of Effective Date and continue for three (3) years thereafter.
- The confidentiality and non-use obligations of this Agreement shall survive the termination of this Agreement and Receiving Party's obligation to hold Confidential Information in confidence shall remain in effect for two (2) years after the expiration or termination of this Agreement.
7. **Dispute Resolution and Arbitration.** All disputes, controversies or differences which may arise between the parties out of or in connection with this Agreement or the breach thereof shall be settled amicably between the parties. In case an amicable settlement cannot be reached, such disputes, controversies or differences shall be settled by arbitration. The arbitrators and arbitration venue shall be decided by mutual discussions. The decision of the arbitration shall be final and binding on the parties and there shall be no right of appeal against the arbitration decision.
8. **Export Controls.** Each party shall take all appropriate measures to comply with all applicable national export control acts, regulations and rules.
9. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party an agency, joint venture or partner of the other party for any purpose.
10. **Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to Purpose and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by the parties.


*D. J. Shi*

*Osamu Saito*

11. **Assignment.** This Agreement is personal to the parties hereto. The rights under this Agreement shall not be sold, assigned or otherwise transferred, unless otherwise agreed upon in writing.
12. **Severability.** Should any provision of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the entire Agreement, unless the invalid or unenforceable provision is of vital importance for the continuation of this Agreement for either party. Invalid or unenforceable provisions shall be replaced by a legally valid and enforceable regulation which comes closest to the original intention of the parties. The same applies accordingly to any involuntary omissions in this Agreement.
13. **Governing Law.** The laws of the State of New York, U.S.A, except for the law governing conflict of laws, govern this Agreement.

This Agreement shall be executed by the duly authorized representatives of the parties in duplicate, each of which shall be deemed an original and retained by each party.

Charotar University of Science & National University Corporation  
Technology Nagoya Institute of Technology

By: 

Name: Mr. Devang Joshi  
(Print or type)

Title: Registrar

Date: 26<sup>th</sup> AUGUST, 2017

By: Osamu Saito

Name: Osamu Saito

Title: Contract Officer

Date: 3 August, 2017

REGISTRAR  
CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY  
CHARUSAT CAMPUS, CHANGA

