



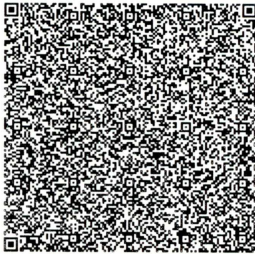
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Memorandum of Understanding (MoU) between the Council of Scientific & Industrial Research and the Academy of Scientific & Innovative Research

This Memorandum of Understanding is made on this the 27 day of June 2013

BETWEEN

Council of Scientific & Industrial Research (CSIR), an autonomous society, registered under the Societies Registration Act XXI of 1860, (hereinafter called

Statutory Alert:

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CSIR) which expression shall, where the context so admits, include its successors and permitted assigns, having its office at 'Anusandhan Bhawan', 2 Rafi Marg, New Delhi-110001, represented by DG, CSIR, on the one part

AND

Academy of Scientific and Innovative Research an institution of national importance as per The Academy of Scientific and Innovative Research Act 2011 notified in the Gazette of India on 7th February, 2012 (hereinafter called the Academy) which expression shall, where the context so admits, include its successors and permitted assigns, having its Headquarter presently at Anusandhan Bhawan, 2 Rafi Marg, New Delhi 110001, represented by Director of the Academy, on the other part;

CSIR and Academy are hereinafter individually referred to as 'Party' and collectively referred to as the 'Parties';

WHEREAS, the Academy is created to provide research and teaching in the frontier areas of science and technology as well as to have the authority to award degrees and diplomas;

AND WHEREAS the curricula, pedagogy and evaluation will be innovative and directed towards creating the highest quality personnel with cross disciplinary knowledge so as to provide leaders in the field of Science & Technology;

AND WHEREAS the Academy envisages the utilization of the physical infrastructure, facilities and the manpower of CSIR with its constituents for teaching and research of the students of the Academy;

AND WHEREAS MOU is designed to establish the relationship of the Academy with CSIR in accordance with Section 5(2) of the Academy of Scientific and Innovative Research Act, 2011 (hereinafter referred to as the Act) to ensure the smooth functioning of the Academy and to achieve its objects, functions and powers embodied in the Act;

NOW, THEREFORE, the Parties hereto agree hereby to observe and perform the following, that is to say:



1. Responsibilities of CSIR

The responsibilities of CSIR shall include the following areas and subjects:

i. Access to and/or usage of facilities and infrastructure available in its constituents

- a) The CSIR shall provide the Academy and its staff and students unencumbered and unrestricted access to all the premises and infrastructure considered relevant for a staff or section of staff as well a student/ section of students of the Academy concerned with the research and/or academic pursuit in the specified subject area(s), free of cost unless decided otherwise with mutual agreement;
- b) The CSIR shall also provide the Academy and its staff and students unencumbered and unlimited access to use the facilities including plant & machineries, equipment, instruments, tools etc. as well as library and computing resources available in CSIR and its constituents free of cost unless decided otherwise with mutual agreement whenever required for the successful and smooth functioning of the Academy;
- c) The CSIR and its constituents shall provide the hostel facilities to the extent available, to the students of the Academy, as per terms and conditions and subject to such amendments/modifications therein, from time to time. The payments therefore shall be made by the students either directly to CSIR laboratory or authorize CSIR laboratory to adjust against the fellowship due to the candidate/student;

ii. Academic Support to the Academy by CSIR

- a) The CSIR shall provide its scientists and scientific manpower as faculty and technical and other staff for the purposes of teaching and imparting instruction, conducting research, or for carrying out duties and responsibilities of the nature of academic administration in the Academy;
- b) The salary and allowances of such staff of CSIR carrying out teaching assignments and/ or responsibilities of research guidance and academic administration in the Academy shall be borne by the CSIR and shall have to follow the CSIR rules and no remuneration shall be paid to them by the Academy in the normal course;



iii. Financial Arrangement

- i) The CSIR, at the request of the Academy, may extend financial assistance as loan or otherwise from time to time for meeting genuine financial gap arising out of normal operation and functioning of the Academy and on account of capital expenditure and additional recurring expenditure of substantial nature for creation of new facilities/ infrastructure, capacity addition etc. Notwithstanding anything contained hereinabove, extension of such assistance shall be at the sole discretion of the CSIR without any binding on it and subject to the approval of the appropriate authority competent to consider the same;
- ii) The total amount of loan or otherwise extended to the Academy, shall not exceed at any point of time a limit of Rupees Fifteen crore (Rs.15 crore) in total;
- iii) Subject to availability of sufficient surplus funds with AcSIR, the CSIR, after the completion of 10 years, may consider levying some user charges from the Academy towards the usage of its facilities, infrastructure, plant and machinery, equipment and manpower at a rate to be fixed as per the mutual agreement between the Parties.

iv. Intellectual Property Rights

1. The academic work carried out as per this MoU is expected to generate Intellectual Property Rights. In most of the activities CSIR faculty will be involved and facilities be used and CSIR has the expertise in filing patent applications, prosecuting the applications, managing and commercialising them. As a general rule, all Intellectual Property Rights generated by AcSIR shall vest with CSIR, except in the following instances:
 - a. If the inventor is AcSIR faculty and not a CSIR employee, such patents shall be jointly owned by AcSIR and CSIR.
 - b. The ownership of patents of sponsored research, collaborative research etc, shall be dependent on the terms of such collaboration and the rules and guidelines of CSIR in this regard shall apply mutatis mutandis to AcSIR.
 - c. In the case of student theses, the ownership of copyright on them shall vest with AcSIR and it shall take necessary steps to get such copyright assigned to itself.
2. Following the above, all patents shall be assigned to CSIR which shall follow its own rules and regulations regarding filing, maintenance, prosecution, commercialisation, etc, of such patents. Inventors will be



eligible for sharing benefits of commercialisation as per extant CSIR rules in this regard.

3. CSIR may take necessary steps to commercialise patents as well as any other form of intellectual property co-owned with AcSIR and the benefit arising out of commercialisation shall be shared based on the mutually agreed proportionate contribution.

v. Authorship Policy:

In all publications co-authored by a CSIR scientist faculty with a student of AcSIR, the faculty shall provide both the affiliations of CSIR and AcSIR. The student may provide the laboratory address in addition to the AcSIR affiliation. In publications where no AcSIR student is a co-author, CSIR scientists will not provide AcSIR affiliation.

2. Responsibilities of the Academy

- i. The Academy shall pay compensation to the staff engaged by it in the normal course as also to the staff who are on deputation in accordance with the rules in this regard framed by it from time to time.
- ii. The Academy shall confer degrees or diplomas upon persons who are registered with the Academy or have been deemed to be migrated from other universities, with the approval of the university and registered with the Academy and upon successful completion of the requirements for a degree or diploma of the Academy.

3. Review

As per the Clause 31(1) of the Act, there shall be a review of the functioning of the Academy once in every four years by persons of eminence to be appointed by the CSIR.

4. Amendments

No amendment or modification to this MOU will be valid unless the same is made in writing by both the Parties and agreed to, specifically stating the same to be an amendment to this MOU.

5. Arbitration

- a) Any dispute arising out of this MOU shall be referred to the Chairman of the Academy and DG, CSIR. In the event of a failure to arrive at any settlement, the matter shall be referred to an Arbitral Tribunal comprising three arbitrators; one arbitrator to be appointed by each

Party to the dispute and the two arbitrators shall appoint a third arbitrator, who shall act as the Presiding Arbitrator. The decision of the Tribunal shall be final and binding on both the Parties. Each Party shall bear and pay its own cost of arbitration proceedings save in the case of the Presiding Arbitrator, payment to whom shall be equally shared by both the Parties. The provision of this clause shall not become inoperative notwithstanding this MOU expiring or ceasing to exist, or is terminated or revoked. The Arbitration proceedings shall take place as per Arbitration & Conciliation Act, 1996 or of any modifications or reenactments thereof.

- b) The venue of the arbitration shall be at such place as may be fixed by such Arbitral Tribunal.

In witness whereof the Parties hereto have signed this agreement (in two original copies) on the, day, month and year mentioned hereinbefore at **CSIR HQs., New Delhi.**

Parties

For and on behalf of the CSIR

Signature 

Name _____

Designation **Dr. Sudeep Kumar**
Head, Planning and Performance Division &
Director, Central Office
Council of Scientific & Industrial Research
New Delhi-110001

Seal _____

For and on behalf of Academy


Signature Gautam Biswas

Name Gautam Biswas

Designation Acting Director

Seal Acting Director
Academy of Scientific & Innovative Research (AcSIR)
2, Rafi Marg, New Delhi-110001

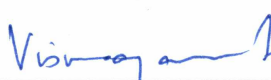
Witnesses: (Name & Address)


1.  (KUMAR RAY)

2.  (ASHWINI MISHRA)

Date: 27 June 2013

Witnesses: (Name & address)

1.  (Viswanathan)
J. Sathigari
Scientist, CSIR HQ

2.  (ZAKIR THOMAS)
CSIR

Date: 27 June 2013