

MEMORANDUM OF UNDERSTANDING

Between

School of Planning and Architecture, Bhopal

And

**MSME Technology Center, Bhopal
Ministry of Micro, Small and Medium Enterprises, Government of India**

PREAMBLE

The School of Planning and Architecture Bhopal (SPAB), established by Government of India as an Institute of national importance in the year 2008, is committed to excellence in teaching and research in architecture and planning as per global standards.

The charter of SPAB affirms:

- To make SPAB a Centre of excellence for imparting quality education at undergraduate, postgraduate, doctoral and post-doctoral levels in Planning and Architecture
- To setup international level research and development centre with special emphasis on research and consultancy work in the field of Planning and Architecture
- To set up national database centre and decision support centre for the preparation and implementation of settlement and habitat development programme for the Government
- To act as Nodal centre for mentoring other architecture and spatial planning institutions in Central India
- To induct high caliber faculty who will be devoted to teaching, research and consultancy in all disciplines that deal with Planning and Architecture
- To become a socially responsible institution providing research feedback to the Government for physical development of human settlements.

MSME Technology Centre Bhopal

Ministry of Micro, Small and Medium Enterprises (MSME) Government of India is in the process of establishing 15 Technology Centers (TCs) under the Technology Center Systems Programme (TCSP). MSME TC Bhopal is one of them. The MSME Technology Centre Bhopal is going to strengthen its role in technical education for the youth in India & competitiveness of MSME units in the region.

The objective of MSME:

- Trained industry ready manpower in the field of tool Design, Manufacturing etc.
- To provide consultancy and support services primarily for MSMEs.
- Developing production facilities for industries including MSMEs.

Whereas, both SPA Bhopal and MSME Technology Center, Bhopal, now

- Recognizing the importance of research and development in the areas of design and engineering and of collaboration for creating and sharing of knowledge
- Appreciating the need for industrial training to the design students to create qualified manpower in the fields of design
- Desiring to increase their efforts in academia by sharing their expertise and resources

Therefore, in consideration of the above issues, SPA Bhopal and MSME Technology Center, Bhopal hereby agree to sign a Memorandum of Understanding (MoU).

Article – I: Scope of the MoU

The MoU details the modalities and general conditions regarding collaboration between SPA Bhopal and MSME Technology Center, Bhopal for enhancing, within the country, the availability of qualified manpower in the areas of design without any prejudice to prevailing rules and regulations in SPA Bhopal and MSME Technology Center, Bhopal, without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in do far as such mechanism applies to SPA Bhopal and MSME Technology Center, Bhopal. The areas of cooperation can be extended through mutual consent.

Article – II: Scope and Terms of Interactions

Both SPA Bhopal and MSME Technology Center, Bhopal shall encourage interactions between faculty members, engineers, students of both the organizations through the following arrangements:

- a) Organization of seminars and expert lectures;
- b) Practical training including summer training of design students of SPA Bhopal at MSME technology Center, Bhopal on chargeable basis as per norms of MSME Technology centre Bhopal.
- c) Would allow the industrial visits of design students for half/full day to provide them with an exposure to various machinery, equipment, instrument etc;
- d) MSME Technology Center, Bhopal may depute its personnel as visiting faculty to teach any subject of the design course or deliver expert lecture on specialized topics at SPA Bhopal;
- e) Members of MSME Technology Center, Bhopal and SPA Bhopal may jointly design and develop and do research work and may seek assistance/guidance from each other in product/process development, modification etc. activities;
- f) The student may be encouraged to carry out part of their project/thesis work in design in joint collaboration between SPA Bhopal and MSME Technology Center, Bhopal depending on the nature of work as per rules of the respective institute depending on the facilities and requirements and on mutually agreeable terms. MSME Technology Center, Bhopal desirably may benefits from its outcomes;
- g) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent;
- h) Both SPA Bhopal and MSME Technology Center, Bhopal will be free to independently carry out follow-up research on the thesis work conducted under this scheme;
- i) If the outcome of a project related to product or process design and development etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation;
- j) All the efforts put by the student/s as part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed;
- k) Neither of the parties will publish the work carried out under this MoU without knowledge of the other;
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity;

- m) Both SPA Bhopal and MSME Technology Center, Bhopal shall not, during the term of this agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

Article – III: Sharing of Facilities

- a) Both SPA Bhopal and MSME Technology Center, Bhopal shall make provision to share their facilities in order to promote academic and research interaction in the areas of cooperation;

Article – IV: Effective Date and Duration of MoU

- a) This MoU shall be effective from the date of its approval by competent authorities at both ends
- b) During its tenancy, the MoU may be terminated by a prior notice of not less than three months by either party. However, termination of the MoU will not in any manner affect the interests of the student/faculty/scientists who have been admitted to pursue a programme under the MoU or joint projects.
- c) Any clause or article of the MoU may be modified or amended by mutual agreement of SPA Bhopal and MSME Technology Center, Bhopal

Article - V: IPR

Rights regarding publications, patents, royalty, ownership of design/product/process/software developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

Article – VI: Confidentiality

During the tenure of the MoU both SPA Bhopal and MSME Technology Center, Bhopal will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MoU for any purpose other than in accordance with this MoU.

Both SPA Bhopal and MSME Technology Center, Bhopal shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or Projects.

Further both SPA Bhopal and MSME Technology Center, Bhopal shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information shall mean any proprietary information, data or facts belonging to Parties collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- a) is or becomes publicly available through no fault of the receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information

- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) is rightfully obtained by the receiving party from a third party or is in the public domain
- e) is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

Article – VII: Amendments

Any amendment and/or addenda to the Agreement shall be in writing and signed by the Parties hereto and shall only after such execution be deemed to form part of the Agreement and have the effect of modifying the Agreement to the extent required by such amendment or addenda.

Article- VIII: Resolution of Disputes

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Bhopal only.
- b) The dispute or difference whatsoever arises between Parties in relation to or in connection with this Agreement both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be English.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

Signed for and on behalf of

DGM

MSME Technology Center, Bhopal
Ministry of Micro, Small and Medium Enterprises,
Government of India

MSME TECHNOLOGY CENTRE BHOPAL
Government of India Society
Ministry of Micro, Small and Medium Enterprises (MSME)
Plot No 256/2, 256, 257/2/1 Industrial Area,
Special Education Zone, Acharya, Bhopal - 462003 (M.P.) India

Signature.....

Name: RANJAN CHAUDHARY

Title: DGM

Date: 31/07/19

Director

School of Planning and Architecture, Bhopal
Neelbad Road, Bhauri, Bhopal
Madhya Pradesh 462030



Signature.....

Name: Prof. N. Sridharan

Title: Director

Date: 31.07.2019