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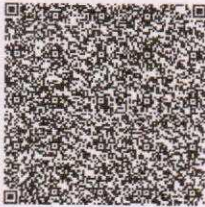
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 Property Description : COLLABORATION ON RESEARCH AND DEVELOPMENT
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 First Party : COE FDDI
 Second Party : IIT MANDI
 Stamp Duty Paid By : IIT MANDI
 Stamp Duty Amount(Rs.) : 100
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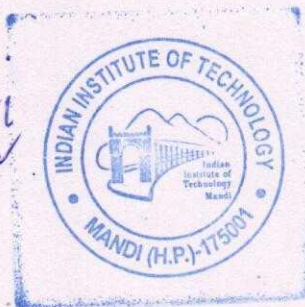
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This stamp paper is a part of MoU between IIT Mandi and
FDDI, Noida.

Belum



Dr. Aditya Sudam Paul

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MEMORANDUM OF UNDERSTANDING

Between

**CENTER OF EXCELLENCE (CoE), FOOTWEAR DESIGN AND DEVELOPMENT
INSTITUTE, (FDDI)**

&

INDIAN INSTITUTE OF TECHNOLOGY MANDI

FOR

COLLABORATION ON RESEARCH & DEVELOPMENT



MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding (MoU) is entered into BY AND BETWEEN

Center of Excellence (CoE), FOOTWEAR DESIGN AND DEVELOPMENT INSTITUTE (FDDI)- an Institute of National Importance. Specifically, this is related to the CoEs, FDDI under the Ministry of Commerce & Industry having address as A-10/A, Sector-24, Noida, Uttar Pradesh (India). Hereinafter referred to as "**FDDI**".

AND

Indian Institute of Technology Mandi, an Indian Educational Institute having address, Kamand Campus, Distt. Mandi, Himachal Pradesh, 175075

ARTICLE -I: SCOPE AND TERMS OF INTERACTIONS

The MOU contains terms and conditions of collaboration between CoE, FDDI, Noida and Indian Institute of Technology Mandi (both are also referred to as "**Institutions**") in related disciplines. As a part of this MOU the two Institutions shall seek to promote:

1. Exchange of Staff and Students (Faculty, Research Scholars, Post-graduate Students, Undergraduate Students and Research Project Employees) related to academics and research in programs for the mutual benefit of both Institutions.
2. Collaboration in Teaching, Research & Development and Consultancy activities. Exchange of Academic and Research Material & Publications / IPs. Cooperation in Project Proposals and Research activities of mutual interest.
3. Provision of cultural and intellectual enrichment opportunities for Staff and Students of both Institutions.
4. Exchange of Students for summer/winter internships.
5. Publication of Intellectual Properties (IPs) developed jointly through Project / Research Collaboration. Such IPs would acknowledge joint inventor ship of Personnel / Students belonging to both the Institutions, as applicable.
6. Writing Books / Booklets jointly in the areas listed above or in any other area of mutual interest.

ARTICLE - II: Activities

The scope of work under this MOU will include:

- (i) Faculty/ students and project staff exchange activities to either institution for any of the following purposes:
- (ii) Undertaking joint research
- (iii) For purposes of Teaching & Research Skills
- (iv) Participation in Seminars, Colloquia and other types of academic discussions
- (v) Contributions to teaching and research program



- (vi) Co-supervision of graduate/ postgraduate/ PhD students related to projects
(vii) Conduct Study Tours and joint Consultancy and Research Work

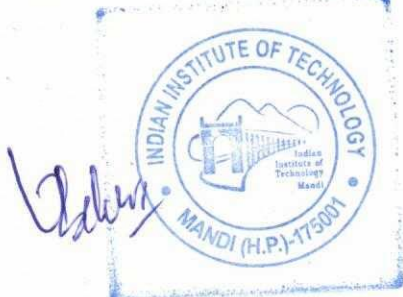
One research cell will be created at Indian Institute of Technology Mandi Campus under the roof of COEs FDDI. Required space (only one room) would be provided by Indian Institute of Technology Mandi.

ARTICLE-III: IPR

- i. Intellectual property (IP) solely conceived and/or developed by Indian Institute of Technology Mandi during the course of this MOU shall be owned by Indian Institute of Technology Mandi. Intellectual property (IP) solely conceived and/or developed by COE, FDDI during the course of this MOU shall be owned by COE, FDDI.
- ii. Intellectual property (IP) conceived and/or developed jointly during the course of this MOU shall be jointly owned by Indian Institute of Technology Mandi and CoE, FDDI.
- iii. Each party may use such IP for research and scholarly purposes or for commercial purposes with Mutual Consent.
- iv. Both Parties agree to collaborate towards the protection, if appropriate, and application of such intellectual property (IP) for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.
- v. Both parties reserve the right to commercialize and assign any intellectual property (IP) to any third party "with prior intimation to each other."
- vi. Both parties agree that they shall cooperate to prepare, file, prosecute and maintain IPs and that all arrangements for the preparation, filing, prosecution and maintenance of Jointly owned IP rights in India and/or abroad will be the joint responsibility of Indian Institute of Technology Mandi and COE FDDI.
- vii. Both the parties agree to share the IPR charges and share net profit gained from any joint commercialization. The division of expenses shall be based on the ratio of inventors from each organization, and this same ratio should apply to any licensing rights or revenue generated from commercialization." "Both parties agree that participation in prosecution, particularly in foreign jurisdictions, will be optional, and a case-by-case evaluation shall determine the extent of involvement and the sharing of related costs."
- viii. Each Party shall be responsible for monitoring and defending the joint IP. In the event that a Party becomes aware of any infringement or possible infringement of any Joint IP Rights, such Party shall promptly notify the other Party in writing regarding such infringing activity and action, if any shall be brought jointly by both Parties. Both Parties shall have a duty to cooperate reasonably with each other with regard to such joint action. "In cases where both parties agree to jointly enforce IP rights, the contributions to the costs of legal actions shall be mutually agreed, and any financial rewards shall also be shared in the same ratio."
- ix. The Parties shall equally bear any costs in connection with the prosecution of third parties infringement of the joint IP. Any accorded awards will be shared in equal parts.

The parties shall not license, assign, sell or otherwise dispose of its interest in the Joint IP right to third parties without the other Party's prior written consent;

Governance: A Joint Steering Committee comprising representatives from both institutes will be established to oversee the implementation of this MoU. The



Handwritten signature: Madhu Sudam Pal

Committee will meet at least once a year to review progress, resolve any issues, and explore new avenues for collaboration.

ARTICLE - IV: Miscellaneous

1. Implementation:

Implementation of cooperation based on this MOU shall be dealt with between the relevant Faculties and Divisions / Departments of both Institutions. Such plans shall be subject to approved of the appropriate authorities of each institution.

2. Confidentiality:

Both Institutions agree and undertake to keep confidential, at all times, any information and / or data that may be exchanged, acquired and /or shared in connection with the area of cooperation unless otherwise the same information already exists in the public domain or with them individually. The Confidentiality obligations shall survive the expiry/ termination of this MOU for a period of three (3) years from the date of expiry/ termination of this MOU.

3. Indemnity:

Both parties agree to indemnify and hold harmless and defend each other, its officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from this MOU, including all causes of action based upon the law or based in whole or in part, upon allegations of negligent or intentional acts on the part of the parties, its officers, employees, agents, subcontractors and/or licensees.

4. No partnership or agency:

Nothing in this MOU is intended to or shall operate to create a partnership between the parties/institutes, or authorise either institute to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

5. This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the parties. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).

6. Representation:

Both Institutions hereby represent that shall comply with all applicable laws and regulations with respect to their activities under this MOU.



Madhu Sudam Paul

7. Validity:

The MOU be valid of a period of three years effective from the date of signing and may be renewed by mutual consent of both the Institutions by serving 3 (THREE) months written notice to the other institute. Upon renewal, both Institutes shall select either to proceed with the existing or new terms of understanding.

8. Condition for validity:

Both institutes reserve the right to terminate this MOU by giving 3 (THREE) months prior written notice to the other institute. Where such termination occurs, provisions of this MOU shall continue to apply to ongoing activities until their completion.

9. General rule:

Participating Staff and Students involved in any activities under this MOU must adhere to the laws of the country and the rules & regulations of the host institutions.

10. Modifications:

Any clause or article of the MOU may be modified or amended by mutual agreement of both the Institutes.

11. Amendments:

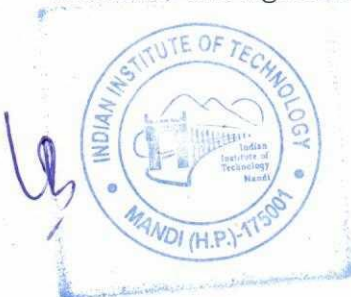
Any amendment and/or addenda to the MOU shall be in writing and signed by the Institutes hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or addenda.

12. Resolution of disputes:

This MOU shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Jamshedpur ~~New Delhi~~. The dispute or difference whatsoever arises between Institutes in relation to or in connection with this MOU both the Institutes 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 the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Greater Noida/ New Delhi and the Language of arbitration shall be English.

13. Force Majeure:

No Party shall be liable or responsible or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term



of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, etc. The Impacted Party shall give notice promptly of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days, then the future course of action may be taken after due deliberations by both parties.

14. Regulatory Compliance:

Each institute must comply with all applicable laws, regulations and rules in its jurisdiction, including but not limited to those related to the areas of mutual collaboration.

In witness whereof parties here to have entered into this MoU effective from the date: 25th day of November, 2024.

For and on behalf of Footwear Design and Development Institute (FDDI)	For and on behalf of Indian Institute of Technology Mandi
Signature: - <u>Madhu Sudam Pal</u> Name: - <u>DR MADHUSUDAN PAL</u> Designation: - <u>Director</u> Date: - <u>25 NOV 2024</u>	Signature: - <u>Behara</u> Name: - <u>Prof. Laxmidhar Behara</u> Designation: - <u>Director</u> Date: - <u>25-11-24</u>
Witnesses: Signature: - <u>[Signature]</u> Name: - <u>Rushyamt Sharma</u> Designation: - <u>Asst Registrar SPICAR 117M</u> Date: - <u>25.11.24</u>	Witnesses: Signature: - <u>G. Ramajayan</u> Name: - <u>G. RAMAJAYAN</u> Designation: - <u>Asst Professor IITMandi</u> Date: - <u>25.11.24</u>

