

# MEMORANDUM OF UNDERSTANDING

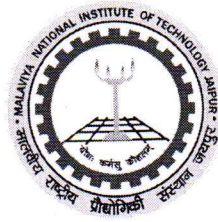
BETWEEN



## Ahmedabad Textile Industry's Research Association (ATIRA)

Dr. Vikram Sarabhai Road, PO-Ambawadi Vistar  
Ahmedabad – 380015  
Gujarat, India

AND



## MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

Jawahar Lal Nehru Marg, Jhalana Gram,  
Malviya Nagar, Jaipur-302017,  
Rajasthan, India

This Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into as of 14 day of December 2022 (the "Effective Date").

**BETWEEN**

**Ahmedabad Textile Industry's Research Association (ATIRA)** having its office at P.O. Ambawadi Vistar, Ahmedabad 380 015, India (hereinafter referred to as "Host organization") herein after to be referred as First Party.

And

**Malaviya National Institute of Technology Jaipur** (hereinafter referred as "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) herein after to be referred as Second Party.

Collectively referred to as "Parties" or individually as "Party" of the OTHER PART in respect of the following project:

**WHEREAS** The Parties have in common the desire to encourage and facilitate the discovery, dissemination and application of new knowledge as part of the National Jute Board (NJB), Kolkata sponsored research Project entitled "**Hybrid Jute Composite Modification and Subsequent Development of Porta Cabin**";

**WHEREAS** The Project has been selected for funding with reference to letter no. NJB/Tech./JPDS/2nd EMC/2021-22/7019 dated: 22nd March' 2022.

**WHEREAS** The Parties agree that any funding provided to Host organization in support of their research-related activities within the Project shall be executed by separate Subaward Agreement, upon the request of the principal investigator (PI).

**1. PROJECT**

1.1.1. **Scope of the Project.** The Parties shall use reasonable efforts to carry out the Project. All Parties agree to participate in the Project according to the description of involvement for each Party in project proposal approved by funding agency.

1.1.2. **Scope of work of MNITJ**

1.1.2.1. Support in selection, testing of raw material and design of composite material

1.1.2.2. Numerical modeling and simulation of jute fiber reinforced sandwich composite panel for porta cabin under different conditions

1.1.2.3. Support in the initial development of the systems



  
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## 2. PARTY OBLIGATIONS

2.1. **Reports.** Parties agree to provide the Principal Investigator with reports indicating progress of the Project, and results obtained as and when required.

2.2. **General Obligations.** Each Project Partner shall:

2.2.1. provide all of its participants with space and basic support necessary for their participation in Project Research and the Project.

2.2.2. cooperate with the other Parties as needed to facilitate the submission of progress reports for the Project.

## 3. Funding

3.1. The cost associated for the listed activities laid by both the parties in the scope of work will be borne by the fund received from the funding agency and the payment toward the said activities of both the parties will be made according to rules and regulation defined by ATIRA Ahmedabad and the funding agency.

The amount of ₹ 4,50,000.00 (Four lakh fifty thousand) is allocated to the MNIT Jaipur by mutual concern under consumables and travel head.

The principles of payment will be as under:

- a) 30% of the amount will be released on execution of Agreement.
- b) 2<sup>nd</sup> installment (30%) may be released after 7 to 8 months subjected to satisfactory review by EMC and receiving of fund to the host organization from the funding agency.
- c) 3<sup>rd</sup> installment (20%) may be released after 11 months and after completion proposed activity of the project subjected to receiving of fund to host organization from funding agency.
- d) The balance and final installment (20%) may be released after 13 months and on reviewing the proposed activity of the project subjected to receiving of fund to host organization from funding agency.
- e) UC/invoice and statement of expenditure of the pre-disbursed fund to be submitted to ATIRA.

3.2. Funding to partner organization (MNIT Jaipur) will be made after the receipt of the grant from the funding agency and signing of the MOU and in accordance with the milestone and activities mentioned in the implementation schedule of the research proposal submitted to the funding



  
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agencies. Utilization Certificate of the instalment of fund received should be provided by MNIT Jaipur before the sanction of the next instalment and at the completion of the project,

3.3. Each Party shall bear its own costs and expenses for the activities other than scope of work arising from this MoU unless otherwise mutually arranged and agreed upon.

3.4. Neither party shall enter into a contract on behalf of the other Party nor commit any expenses without the prior approval of that party in writing.

#### 4. CONFIDENTIALITY

4.1. Notwithstanding the rights authorized in project proposal, Confidential Information shall be treated by the receiving Party with the same degree of care with which the receiving Party treats and protects its own proprietary and confidential information against public disclosure but with no less than reasonable care. The obligation to safeguard Confidential Information shall continue for a period of three (3) years from the date of termination or expiration of this Agreement and shall not apply to information which;

4.2.1. is already known to the receiving Party to which it is disclosed without breach of the provisions of this Agreement;

4.2.2. is or becomes part of the public domain without breach of the provisions of this Agreement;

4.2.3. is lawfully obtained from a third Party;

4.2.4. is required by law to be disclosed;

4.2.5. is independently developed by one Party without reference to Confidential Information provided by another Party.

#### 5. INTELLECTUAL PROPERTY

5.1. The intellectual property rights will as per the norms and agreement done between funding agency and host organization

#### 6. INDEMNIFICATION AND LIABILITY

6.1. Indemnification: Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents.

6.2. **Liability.** No Party shall be liable to another for indirect or consequential damages.



  
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## 7. TERM AND TERMINATION

7.1. Implementation and performance of the Project is conditional on Host Institution's receipt of funding from NJB, Kolkata. Should the NJB, Kolkata funding not be received, this Agreement shall automatically be null and void.

7.2. The term of this Agreement shall be from the date of award of the Project grant until the date the NJB, Kolkata grant is concluded, unless terminated or extended as set out herein or by mutual agreement of the Parties.

7.3. This Agreement may be terminated by Host Institution, subject to Sponsor approval if required, in the event that

7.3.1. Sponsor terminates the Project grant, or

7.3.2. The Project Director becomes ineligible to hold funding from the Sponsor or is otherwise unable to continue as the Principal Investigator and no mutually acceptable replacement is available, or

7.3.3. The Project is unable to proceed for any other reason.

7.4. **Counterparts.** This Agreement may be executed in counterparts either through original or electronic transmission of signatures, which together shall form an Agreement. An executed copy of the Agreement delivered by facsimile or electronic copy shall constitute valid execution and delivery of this Agreement.

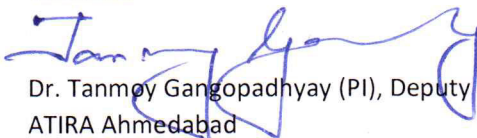
IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

**Signed For and on behalf of  
Ahmedabad Textile Industry's Research  
Association**

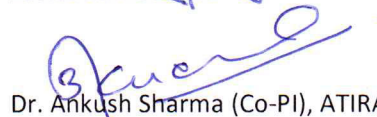


**Name :** Shri Pragnesh Shah  
**Designation:** Director

**Witness:**

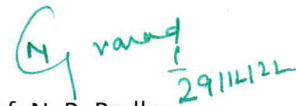


Dr. Tanmoy Gangopadhyay (PI), Deputy Director,  
ATIRA Ahmedabad




Dr. Ankush Sharma (Co-PI), ATIRA Ahmedabad

**Signed For and on behalf of  
Malaviya National Institute of Technology  
Jaipur**




**Name :** Prof. N. P. Padhy  
**Designation:** Director

**Witness:**



Prof. Rakesh Jain, Dean, International and  
Alumni Affairs, MNIT Jaipur



Dr. Amar Patnaik (PI), MNIT Jaipur

