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EB 090686

Memorandum of Understanding

between

KSCSTE-Centre for Water Resources Development and Management (CWRDM) Kunnamangalam,
Kozhikode, Kerala, India

and

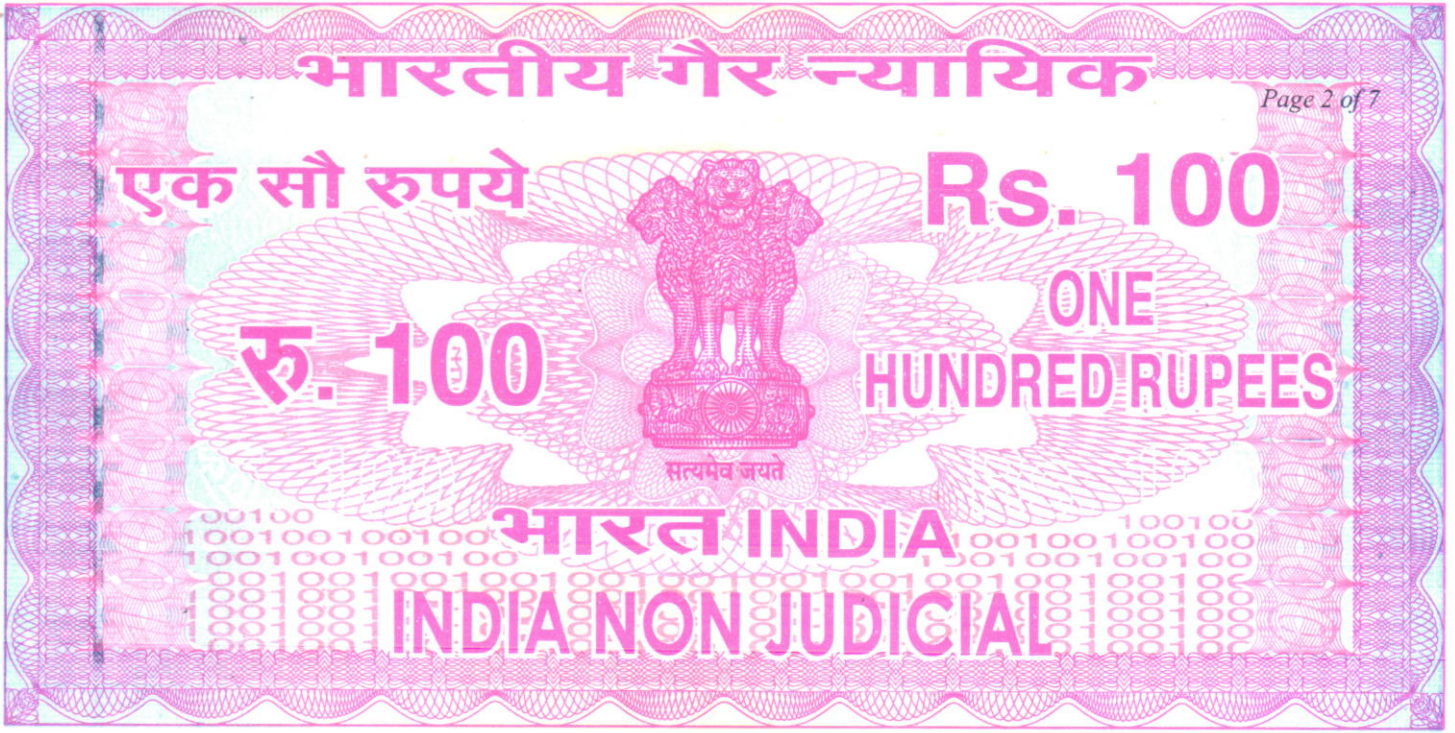
National Institute of Technology Calicut, Kozhikode, India

This MEMORANDUM OF UNDERSTANDING is made and entered into on 23.05.2023 between the KSCSTE-Centre for Water Resources Development and Management [hereinafter CWRDM], Kunnamangalam, Kozhikode, Kerala 673 571, India on the ONE PART and National Institute of Technology Calicut, [hereinafter NITC], Chathamangalam, Kozhikode District, Kerala 673601, India on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

No. 4444 Rs. 100/- Kozhikode KUNNAMANGALAM
Date 23-05-2023
Name Sri. EXECUTIVE DIRECTOR KSCSTE CWRDM
STAMP VENDOR, KUNNAMANGALAM
A. P. MURALEEDHARAN





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WHEREAS CWRDM is involved in R&D, education and training in major disciplines of water resources engineering like surface water, ground water, water management-agriculture, water quality and environment and contributed to scientific hydrologic studies and water management.

AND WHEREAS

NITC is an institution of national importance. NITC offers programmes at undergraduate, graduate and PhD level covering the whole spectrum of engineering, technology, science, management and humanities.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking research and academic projects as per the expertise and logistics available with the PARTIES.

Article 1. Objectives

- 1.1 To conduct joint collaborative research and technology development in water resources engineering and related areas.
- 1.2 To jointly conduct trainings and outreach programs for the benefit of students and society.
- 1.3 To provide expertise and knowledge in mutually beneficial research and educational activities.
- 1.4 To enable the exchange of faculty/scientists and students (post graduates and research scholars) for mutual benefits

No. 445 Rs. 100/2
Date: 23-05-2023
Name Sri: EXECUTIVE DIRECTOR KSCSTE
STAMP VENDOR, KUNNAMANGALAM
A. P. MURALEEDHARAN



Article 2. Areas of Research Cooperation

- 2.1 Surface water, groundwater, water management- agriculture, water quality and environment.
- 2.2 Forest and urban hydrology, wetland ecology, estuarine management, irrigation and drainage issues.
- 2.3 Mathematical modeling, system approach, isotope hydrology, remote sensing techniques.
- 2.4 Environmental engineering, water and wastewater treatment, nanotechnology.

Article 3. Forms of Cooperation

- 3.1 Joint research projects and publications
- 3.2 Exchange of faculties/scientist/students
- 3.3 Seminars, outreach programs and lectures on topics of mutual interest and relevance.
- 3.4 Technology transfers.
- 3.5 Exchange of equipment/instruments available in either organization for R & D activities

Article 4. Exchange of Information and Research Samples

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

Article 5. Publications and Intellectual Property Rights

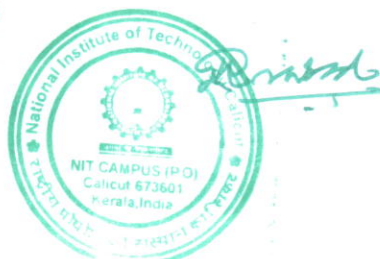
- 5.1 Any research publications and intellectual property rights arising out of the academic and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by CWRDM and NITC.
- 5.2 The PARTIES shall not assign any rights and obligations to any third PARTY [IES] without consent of the other party, for any matter covering under this agreement.

Article 6. Implementation

- 6.1 The Parties agree to constitute a Management Committee is presented in detail in Annexure – I.
- 6.2 The Management Committee shall meet at least once in a year either at CWRDM or NITC to review the progress.



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- 6.3 Based on the education, training and research requirements of students, research scholars, project assistants and staff, the management committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.
- 6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

Article 7. Finance

- 7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

Article 8. General Provisions

- 8.1 The access to research and other enabling facilities at the Parties work place(s) shall be allotted in compliance with the respective regulations.
- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of scientists, faculties and infrastructure facilities available at the PARTIES work places.
- 8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.
- 8.5 There shall be exchange visits by faculty members and scientists for academic and research purposes.
- 8.6 NITC shall, on prior intimation, allow few nominated staff of CWRDM to participate in its special lectures/classes, and vice versa.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
- 8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing CWRDM and NITC.



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Article 9. Arbitration

9.1 All issues if any, arising during implementation of this MoU, shall be resolved amicably in the first instance and / or if needed through an arbitrator acceptable to both parties.

Article 10. Entry into Effect and Termination

10.1 This agreement shall be initially valid for a period of 5years. The parties may extend the term of this agreement for additional periods as desired under mutually agreeable terms and conditions which shall be done in writing and signed by the parties.

10.2 The parties shall be entitled to terminate the agreement in case of breach by any of the parties in not adhering to stipulation provided herein after giving notice of thirty days to cure such breach and the party having failed and neglected to rectify the breach thereof after the notice.

10.3 No such early termination of this agreement, whether mutual or unilateral, shall affect the obligations of the parties under this agreement entered into pursuant to this understanding which obligations shall survive any such termination.

Article 11. Amendments

11.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.

11.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications shall become part of the MoU and shall be effective from the date on which they are executed unless otherwise agreed to.

Article 12. Assignment

12.1 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.



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Article 13. Non-exclusivity

13.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement, the participants may agree to limit each PARTY'S right to collaborate with others on that subject.

This MoU has been executed in two originals, one of which has been retained by CWRDM and the other by NITC.

IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

23 MAY 2023

Name : Dr. Manoj P Samuel

Name : Prof. Prasad Krishna

Title : Executive Director, CWRDM, Kunnamangalam
Kozhikode-673571, Kerala

Title : Director, NIT Calicut,
Kozhikode, India



Seal :

Seal :

In the presence

In the presence

Name : Dr. Sancer S. M.
Title : Dean (Academic)
Address: Professor, Dept. of ECE
NIT Calicut.

Name : Vivel B
Title : Scientist
Address: CWRDM

ANNEXURE - I

The Parties agree to constitute a Management Committee are as follows:

KSCSTE-Centre for Water Resources Development and Management, Kunnamangalam, Kozhikode-67357, Kerala, India	National Institute of Technology Calicut, Kozhikode, India
Chairperson: Dr. Manoj P. Samuel (Executive Director, CWRDM)	Co-Chairperson: Prof. Prasad Krishna (Director, NITC)
Convener: Dr. Jayasooryan K K. (Scientist B & TPA to ED)	Co- Convener: Dr. Jose Mathew, Chairman, Centre for Industry Institutional Relations (CIIR), NITC
Members: <ol style="list-style-type: none"> 1. Dr. Drissia T. K (Head, Hydrology and Climatology Research Group) 2. Er. Vivek B. (Scientist, Land and Water Management Research Group) 3. Er. Prajith V. (Scientist B, Hydrology and Climatology Research Group) 	Members: <ol style="list-style-type: none"> 1. Dr. Santosh G. Thampi, Professor & Head, CED, NITC 2. Dr. George K Varghese, Associate Professor, CED, NITC 3. Dr Chitra N. R., Associate Professor CED, NITC





