

(Stamp paper Rs 200)  
**MEMORANDUM OF UNDERSTANDING [MOU]**  
BETWEEN  
**-Name of Self Financing Engineering College-**  
AND  
**APJ Abdul Kalam Technological University (KTU),**  
**THIRUVANANTHAPURAM**

This Memorandum of Understanding is entered into at Thiruvananthapuram on this --- Day of  
Month Year

BETWEEN

**-Name of Self Financing Engineering College- affiliated to APJ Abdul Kalam Technological University (herein after referred to as COLLEGE) which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns, represented by The Principal, ---Name of college- place of college -, of the ONE PART.**

AND

**APJ Abdul Kalam Technological University, CET campus, Thiruvananthapuram-695016 (herein after referred to as KTU) which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, successors and assigns, represented by The Dean (Research), APJ Abdul Kalam Technological University, Thiruvananthapuram 695016 of the OTHER PART.**

**1. TERMS OF UNDERSTANDING**

- 1.1. This memorandum of understanding lists out the terms of releasing and utilization of fund sanctioned under CERD research assistance scheme (RAS) to faculty of COLLEGE for the year -----.
- 1.2. The objective of this scheme is to provide financial assistance for research in frontier areas of engineering and technology.
- 1.3. The principal investigator of the project is a faculty with PhD and three years of teaching experience after PhD, who is currently working in a KTU affiliated Engineering College established at least 7 years before this notification date, and has successfully completed one or more research projects as PI or CoPI, funded by national/state level agencies, can apply for financial assistance under this scheme
- 1.4. The eligible funding for a project is limited to Rs.15,00,000/-. However, expert committee may consider enhancing the funding to a maximum amount of Rs.25,00,000/- in exceptional cases which involve high capital cost for equipment.

- 1.5. Financial assistance will be released to the Investigator through the Principal of the concerned institution in stages as recommended by the expert committee.
- 1.6. The progress report and utilization of funds shall be reported every six months as half yearly reports. The Investigators shall present the progress report before the expert committee annually with clear output indicators like publications, patents etc. Balance amount shall be released based on the recommendations of the expert committee.
- 1.7. Re appropriation of heads within the total budget is allowed to a maximum of 10% of funding, keeping the total sanctioned budget amount same.
- 1.8. The final report, statement of expenditure and utilization certificate shall be submitted after successful completion of the project along with the copy of the relevant pages of Bank Pass Book.
- 1.9. The Investigators shall make a final presentation of the outcome of the research before a committee constituted for the purpose.
- 1.10. The whole or part of the grant money unutilized within the prescribed time limit should be refunded to KTU by remitting back the balance amount including interest accumulated.
- 1.11. Utilization certificate and Statement of expenditure shall be furnished to The Dean Research, KTU within three months from the last day of the programme. The accounts should be audited by the accounts officer of the Institution/Chartered Accountant.
- 1.12. The KTU reserves the right to order verification/audit of accounts by any Officer authorized for the purpose. The Accounts details and pertaining files shall be kept safely for a minimum period of three years.
- 1.13. If a sanctioned project is from a private self financing college, then 50% of the equipment cost has to be borne by the college. After purchase of the equipment by the college, and proper commissioning, KTU will reimburse 50% of the cost, provided the purchase is based on the approved budget.
- 1.14. All the equipment purchased under the scheme are exclusively for the use of the research project sanctioned. After completing the project period, these equipment shall be transferred for common use in the Laboratory and entered in the register properly.
- 1.15. Extension of duration of project will not be normally granted.
- 1.16. The MoU has to be signed by the Head of colleges on Rs. 200/- stamped paper for the effect that, in case of default of any of the conditions, such College will not be considered for funding in future and steps may be taken to recover the grant amount. The HOI shall ensure that once a project is sanctioned to a PI, he/she will not leave the Institute without completing the project. In case PI leaves the Institute, and the Institute does not complete the project in reasonable time, liability will be fixed with the HOI and KTU shall initiate necessary recovery procedures.

- 1.17. KTU reserves the right to terminate the project at any stage if it is convinced that the grant has not been properly utilized or appropriate progress is not being made.
- 1.18. In all publications based on research work done under the Project, assistance received from KTU should be acknowledged, indicating the scheme.
- 1.19. The knowledge generated from the project will be the joint property of KTU and the Institute. Any protection of Intellectual Property arising from the project, and its commercialization, will be undertaken with the permission of KTU.
- 1.20. KTU name should be engraved or affixed permanently on the equipment procured under this scheme
- 1.21. Budget proposals shall be prepared with various heads such as Equipment, Consumables, Manpower, Travel, Research literature, Contingency and Others. Upper limits of various budget heads are; Consumables 20%, Travel 10% and Others 10% of the total amount. The budget head of 'Man power' shall be limited to amount sufficient for providing one JRF in the project. Granting fellowship to MTech students who are working full time in the projects and not availing any other scholarship is allowed from the head 'Manpower'. Such students are allowed to receive 50% of the stipend as fellowship.
- 1.22. The maximum duration of the project will be two years from the date of start of the project
- 1.23. The CERD may enforce additional guidelines for the operation of research project from time to time and the Institution/Investigators are required to observe such directions in the conduct of the research work.

We agree to the terms and conditions stated above.

## **2. SCOPE OF MOU**

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any activities that either party would otherwise be able to undertake.

## **3. PERIOD**

This MOU shall be perpetual. This agreement will be amended or modified by the University at any time.

## **4. DISPUTE RESOLUTION AND ARBITRATION**

This memorandum of understanding shall be governed by the laws of Union of India and State of Kerala. Any dispute arising with this MOU shall be brought to the notice of the Vice-chancellors of the parties who shall try to resolve them, failing which legal reasoning be taken in the jurisdiction of court in Thiruvananthapuram.

The terms and conditions of this memorandum of understanding shall not be disclosed to any third parties by any party of this memorandum of understanding without the prior written consent of both parties.

## **5. FORCE MAJEURE**

Without prejudice to accrued liabilities and rights, no party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this memorandum of understanding to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

## **6. INTELLECTUAL PROPERTY**

All prior information, design and data existing with either party before the signing of this MoU (pre-existing IP) shall be the sole property of the concerned party. All Intellectual Property including design information, designs, source codes and data generated through the collaboration under this MOU shall be as mutually agreed in writing and also as per the guide line of the funding agency, if such an agency is involved. Any IPR arising specifically out of this collaboration will be owned by both parties, except when mutually agreed in writing otherwise.

**IN WITNESS WHEREOF**, the parties hereto have caused this memorandum of understanding to be executed in duplicate, through their representatives at Thiruvananthapuram in the day and year first above written:

Now the memorandum of understanding witnesses as follows.

**Principal**  
**Name of College**  
**Place**

**Dean (Research)**  
**APJ Abdul Kalam Technological University**  
**Thiruvananthapuram      695016**

**Witness: 1**

Signature :

Name :

**Witness: 1**

Signature :

Name :

**Witness: 2**

Signature :

Name :

**Witness: 2**

Signature :

Name :