





**Research Association (IRMRA)** located at 254/1 B, Rd Number 16U, Neheru Nagar, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604 [therein after called the "First Party"], on the one part and the **MES's Pillai College of Engineering (PCE)**, located at Dr K M Vasudevan Pillai Campus, Sector 16, New Panvel (E), Navi Mumbai, a self-financed Engineering College run by Mahatma Education Society having its Head Office at Chembur Naka, Mumbai [hereinafter called Second party] who for the purpose of this MOU are hereinafter collectively referred to as the parties.

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of research and development in cutting edge areas of Science, Engineering and Technology in accordance with the provisions contained in the Guidelines issued by head offices of both the parties or as revised from time to time.

WHERE AS The "First Party" is expertise in the fields of Testing and Investigations, Research and Products / Compound development, training & manpower development and consultancy services, and has diversified its activities in the new sophisticated areas such as Nano and Latex Technologies as well as Rubber Engineering.

AND WHERE AS The "Second Party" is involved in research and education in the areas of Science, Engineering and Technology.

AND WHERE AS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

#### **Article 1. Scope**

1.1 The Second party will recognize the First party as an Institute for conducting research and development in the field of cutting edge areas of Science, Engineering and Technology and vice versa. The First party will recognize Second part as Scientists/ Knowledge partners of the MES's Pillai College of Engineering, as recommended by its Principal in accordance with the service rules and regulations for undertaking collaborative research projects.

1.2 Operational details of research effort and collaboration will be made in common research areas/ programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions.



1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty, scientists, students and research scholars. However, the costs of specific consumables / operational costs of the equipment etc will be borne by the respective organizations.

#### **Article 2. Management**

2.1 Director of the First party and the Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MOU.

#### **Article 3. Exchange of Information**

3.1. 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 project descriptions entered into pursuant to this MOU.

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes on mutual agreement/ written consent from each other.

#### **Article 4. General Provisions**

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

4.2 Both parties understand that all financial arrangements required for undertaking the proposed research/ training will have to be agreed upon separately.

4.4 Any research publications arising will be published in accordance with the provisions laid out in Item 3.2 of the Guidelines for the students to conduct research for their degree program as trainees or interns at Indian Rubber Manufacturers Research Association (IRMRA) as notified *vide* the guidelines, if any, as may be issued from time to time.

4.5 No part of the work done in collaboration with MES's Pillai College of Engineering will be published in print/ electronic media in any form without prior written consent of MES's Pillai College of Engineering authority and vice versa.

4.6 All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher





officials for appropriate resolution, failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.7 All questions not foreseen related to this MOU will be handled by the parties by mutual agreement.

4.8 Nothing in this MOU is intended to affect other cooperation or collaboration between the parties.

#### **Article 5. Intellectual Property Rights**

5.1 Both the parties will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's or faculty or staff members research work and vice versa. Both the parties shall be joint applicants for any of the IP likely to be generated as collaborative research work. The first or second applicant among the two parties shall be decided based on Principal Investigator/s of the research work. Indian Rubber Manufacturers Research Association (IRMRA) as the first applicant and the Second party shall be the joint applicants for IPRs and scientific staff involved shall be included as the inventor//author. For exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

#### **Article 6. Entry into effect, modification, termination and jurisdiction**

6.1. This MOU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MOU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MOU may be extended by mutual consent up to five years. This MOU may be amended by mutual written agreement at any time by either parties upon written notification signed by the competent authority of the party initiating termination. Principal MES's Pillai College of Engineering and Director, IRMRA will have discretion to terminate this MOU at any time without citing any reason. Such notification must be given to the other party at least six months in advance from the effective date of termination.

6.2. All joint activities not completed at the expiration or termination of the MOU may be continued until their completion under the terms of this MOU.

6.3 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MOU. The modifications/ changes shall become part of the MOU and shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

6.4 For all legal matters the jurisdiction of this agreement shall be Mumbai.



This MOU has been executed in two originals, one of which has been retained by the First party and the other by the Second party.

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

**Name and Address of the First Party**      **Dr. Kasilingam Rajkumar, Director**  
**Indian Rubber Manufacturers Research Association (IRMRA)**  
254/1 B, Rd Number 16U, Neheru Nagar,  
Wagle Industrial Estate, Thane West, Thane,  
Maharashtra 400604

For Indian Rubber Manufacturers  
Research Association

Date: \_\_\_\_\_  
  
Signature with seal  
Dr. K. Rajkumar  
Director  
21/01/21

Witness 1: \_\_\_\_\_


Name: Sethumadhavan

Witness 2: \_\_\_\_\_

Name: Suchismita Sahoo

**Name and Address of the Second Party**      **Dr. Sandeep M. Joshi, Principal**  
**MES's Pillai College of Engineering (PCE)**  
**Dr K M Vasudevan Pillai Campus**  
Sector 16, New Panvel,  
Navi Mumbai - 410206

Date: \_\_\_\_\_

  
21/01/2021  
**PRINCIPAL**  
Signature with seal  
MAHATMA EDUCATION SOCIETY'S  
PILLAI COLLEGE OF ENGINEERING  
Dr. K. M. Vasudevan Pillai's Campus, Sector-16,  
New Panvel-410206, Navi Mumbai  
Maharashtra, INDIA

Witness 1: \_\_\_\_\_

Name: ARUN S PILLAI

Witness 2: \_\_\_\_\_

Name: Dr B PANDA

