

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NORTH CAROLINA AGRICULTURAL AND TECHNICAL
STATE UNIVERSITY**

1061 East Market Street
Greensboro, North Carolina, USA



and

ANNA UNIVERSITY
Sardar Patel Road, Guindy
Chennai, Tamil Nadu, India



for

COOPERATION IN THE FIELD OF RESEARCH & EDUCATION

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NORTH CAROLINA AGRICULTURAL and TECHNICAL STATE UNIVERSITY

and

ANNA UNIVERSITY

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COOPERATION IN THE FIELD OF RESEARCH & EDUCATION

This memorandum of understanding (MOU) made on this _____, 2018 between ANNA UNIVERSITY (hereinafter referred to as "Anna University") and North Carolina A&T State University, Greensboro, North Carolina, U.S.A. (hereinafter referred to as N.C. A&T), hereinafter mutually referred to as the "Parties" or "Institutions," witnesseth as follows:

WHEREAS, Anna University and N.C. A&T hold mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on a long term non-commercial basis, and also

WHEREAS, Anna University and N.C. A&T enter into this Agreement in recognition of the importance of the institutes of higher education's role in promoting international collaboration and increased contribution of social development

NOW THEREFORE, it is mutually agreed by, and between the Parties that the terms and conditions of the exchanges shall be mutually agreed upon.

1. Field of Cooperation

Cooperation between the Parties may be established within any field related to science, technology and education of mutual interest and in particular utilization of coal ash in alternative product applications.

2. Exchange of Scientists and Students

Anna University and N.C. A&T will encourage collaboration in research areas of mutual interest. Anna University will welcome N.C. A&T Scientists to visit Anna University to engage in scientific research. Reciprocally, N.C. A&T will welcome Scientists from Anna University to visit N.C. A&T in order to engage in scientific research. Both institutions agree to seek financial support for cooperative activities from appropriate funding agencies. Proposals concerning the topics, persons and periods of visits will be sent within a reasonable time in advance of the proposed visit.

3. Research Projects

- 3.1 Efforts will be made to share information about on-going research activities in order to establish contacts and collaboration between professionals working within the same field.
- 3.2 The Parties will approve research projects and the composition of research teams. Efforts will be made to evaluate the need for participating staff and the location of the research activity.
- 3.3 Each collaborative research project will have a team leader, who will be responsible for reporting on the project status.

4. Intellectual Property Rights

4.1 Disclosure of Inventions

Each Party shall report to the other Party, in writing, each INVENTION MADE UNDER this AGREEMENT, promptly after the existence of each such INVENTION becomes known, in the exercise of reasonable due diligence.

4.2 Rights in Inventions

Each party shall separately own any INVENTION MADE solely by its respective employees under this AGREEMENT. INVENTIONS MADE jointly by Anna University and N.C. A&T employees or students shall be jointly owned by both parties.

5. Funding and Finance

- 5.1 The two Institutions will seek funding for the link program from various sources.
- 5.2 The acquired funds will be subject to accounting procedures of the two Institutions.
- 5.3 The collaboration Institutions will offer logistic support for initiating the collaboration and for creating draft proposals for activities.

6. Link Management and Administration

- 6.1 Negotiation, implementation and cooperation of the Memorandum of Understanding fall under the responsibility of:

Prof. N. Rajendran

Director, Center for International Affairs
Anna University

Sardar Patel Road, Chennai - 600 025, India

Tel : +91 – 044 – 2235 8561 Fax No.: +91 – 044 – 2220 1169

Email : dircia2011@gmail.com, dircia@annauniv.edu

and

Dr. Sanjiv Sarin

Interim Vice Chancellor for Research and Economic Development
North Carolina A&T State University

1601 East Market Street, Greensboro, NC 27411 U.S.A.

Phone: (336) 334-7995; Fax: (336) 253-2240

Email: sarin@ncat.edu

Anna University Technical Representative :

Dr. E. Natarajan

Professor, Institute for Energy Studies
Department of Mechanical Engineering

N.C. A&T Technical Representative :

Dr. Kunigal Shivakumar

Research Professor, Mechanical Engineering

- 6.2 Issues about specific activities including rights and obligations of each party shall be notified or communicated to the offices mentioned in 6.1 above.
- 6.3 The contact persons mentioned above can nominate a member of the staff from within their institution to coordinate the activities.
- 6.4 The term of this Memorandum of Understanding shall be three (3) years. Either party may terminate this MOU upon giving three (3) months written notice to the other party. The relationship between the parties regarding research grants/proposals will be governed by the agreements executed specifically for those purposes. This MOU may be renewable on an annual basis upon the expressed written and mutual consent of both Parties.

7. General Provisions

- 7.1 The two Institutions will carry out joint research activities in accordance to this Memorandum of Understanding. These activities must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- 7.2 The two Institutions shall initiate and exchange research publication lists and other publications relevant to the project. These will be provided with adequate security as far as intellectual property laws are concerned.
- 7.3 All publications resulting from the collaboration between the two Institutions will be mentioned in the scientific reports of the Institutions. Likewise, this Memorandum of Understanding must also be mentioned in all formal presentations which result from the collaboration under the terms of this Memorandum of Understanding.

Mutual Non-Disclosure Agreement

This Agreement is effective November 28, 2018 (“Effective Date”), by and between North Carolina Agricultural and Technical State University, having an address at 1601 East Market Street, Greensboro, NC 27411 (hereinafter “N.C. A&T”), and Anna University, having a place of business at Sardar Patel Road, Guindy, Chennai 600025, India and its representatives and affiliates (hereinafter “ANNA UNIVERSITY”), (also referred to as Party or Parties).

Whereas, ANNA UNIVERSITY and N.C. A&T are interested in discussing, exchanging, and reviewing certain information, research areas of interest, ideas/direction, applications, technologies, procedures, processes, devices, prototypes and/or the like regarding the following topics: Development and product applications for ash-composite materials in India.

Now, therefore, in consideration of the mutual exchange of information noted above and/or potential products in advance of others, and in consideration of the promises, mutual covenants and other consideration, the receipt of which is hereby acknowledged, the Parties agree as follows :

1. “INFORMATION” shall mean information, including but not limited to information or know-how relating to the Parties’ research and development projects, business and financial information, trade secrets, and prototypes.

“CONFIDENTIAL INFORMATION” shall mean any and all INFORMATION disclosed by the Parties in confidence regardless of whether disclosed such INFORMATION in writing, orally or visually. All written or electronic CONFIDENTIAL INFORMATION shall be designated as such by the transmitting/owning Party to the receiving Party in writing at the time of disclosure, pursuant to N.C.G.S. 132-1.2, or within fifteen (15) business days of an oral or visual disclosure.

2. The Parties: (i) shall hold such CONFIDENTIAL INFORMATION in confidence; (ii) shall use such CONFIDENTIAL INFORMATION only for the purpose of providing ANNA UNIVERSITY feedback and insight relating to its research and development projects; and (iii) shall not disclose such CONFIDENTIAL INFORMATION or the fact that such discussions are taking place to any third party.

These restrictions on the use or disclosure of CONFIDENTIAL INFORMATION shall not apply to any CONFIDENTIAL INFORMATION which: (a) is or becomes generally available to the public through no fault of the receiving Party; or (b) is hereinafter disclosed to the receiving Party by a third party who has the right to disclose such CONFIDENTIAL INFORMATION; or (c) is in the possession of the receiving Party in documentary form prior to the receipt of such CONFIDENTIAL INFORMATION from the transmitting Party; or (d) information that must be disclosed by N.C. A&T pursuant to the North Carolina Public Records law.

3. No intellectual property rights resulting from any inventions, designs, drawings, abstracts, literary works, compilations, or other written material, and audiovisual works that arise from the INFORMATION that is exchanged between the Parties are conferred by either Party to the other Party under this Agreement.
4. Upon termination or written request of ANNA UNIVERSITY, or N.C. A&T, both Parties shall return all CONFIDENTIAL INFORMATION and copies thereof or certify in writing that the Parties have destroyed all CONFIDENTIAL INFORMATION and copies.
5. The Parties acknowledge that unauthorized disclosure, use or sale of the CONFIDENTIAL INFORMATION, in whole or in part, or the disclosure, use or sale of any information or material created from, based upon or arising out of the CONFIDENTIAL INFORMATION may give rise to injury to the owning Party, for which either party may assert any rights or seek any remedies that may be available to the extent permitted by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
6. This Agreement shall expire three (3) years after the Effective Date unless terminated on thirty (30) days written notice by either Party.
7. This Agreement constitutes the entire understanding between the parties hereto as to the subject matter herein and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
8. Receiving Party will not export, directly or indirectly, any technical data acquired from owning Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
9. N.C. A&T and Anna University mutually agree that will they attempt to resolve any disputes, which may arise between them with regard to the activities envisaged under this agreement, through mutual discussion.
10. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
11. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.
12. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

In witness whereof, the parties have executed this Agreement on the respective dates entered below.

**NORTH CAROLINA A&T STATE
UNIVERSITY, USA**

ANNA UNIVERSITY, INDIA

By:

Sanjiv Sarin

By:

Prof. N. Rajendran

Name : Dr. Sanjiv Sarin

Name : Prof. N. Rajendran

Title : Interim Vice Chancellor for Research &
Economic Development

Title : Director, Centre for International
Affairs

Date: Dec 14, 2018

Date : 28th Nov, 2018

The undersigned acknowledge their responsibilities in maintaining the terms of this agreement:

For North Carolina A&T State University

For ANNA UNIVERSITY

By:

Dr. Kunigal Shivakumar

Name : Dr. Kunigal Shivakumar

By:

Prof. E. Natarajan

Name : Prof. E. Natarajan

Title : Research Professor

Title : Professor, Mechanical Engineering

Date : Dec 13th 2018

Date : 28th Nov 2018