

**THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED ON THIS**

**10<sup>th</sup> October, 2023**

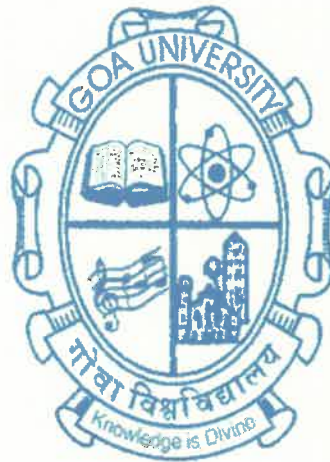
**BY AND BETWEEN**



**BITS Pilani**

Pilani | Dubai | Goa | Hyderabad

**AND**



**GOA UNIVERSITY**

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered on this 10<sup>th</sup> Day of October 2023 (hereafter the "Effective Date") by and between

**BIRLA INSTITUTE OF TECHNOLOGY & SCIENCE, PILANI**, is deemed to be a University established vide Sec.3 of the UGC Act, 1956, under notification # F.12-23/63. U-2 of June 18, 1964, and have been granted the status of Institute of Eminence by the Ministry of Education, having its registered office at Vidya Vihar, Pilani-333031 (hereinafter referred to as "**BITS Pilani**," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the FIRST PART;

BITS Pilani is an Institute for higher education *inter alia* offering undergraduate, postgraduate, and doctoral education programs having its campuses in Pilani, Goa, Hyderabad, Dubai, and Mumbai.

**Goa University**, Goa India, established under the Goa University Act of 1984 (Act No. 7 of 1984) and commenced operation on June 01, 1985 (Hereinafter referred to as "**GU**," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the OTHER PART; This MoU will also bring within its ambit all the 64 affiliated colleges governed by Goa University.

BITS Pilani and GU and its colleges are hereinafter individually referred to as '**Party**,' and collectively as the "**Parties**". The Parties have agreed to the following protocols governing their collaboration on academic activities.

BITS Pilani is also referred to as Host institution and GU and its colleges is referred to as Home institution.

### 1. Scope and Objectives

The scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- a) Academic and Research collaboration in areas of mutual interest. It is expected that this collaboration will, in due course, lead to collaborative research projects, joint workshops, seminars, etc.
- b) BITS Pilani allows students from home institute for project work, exchange of academic information, scholarly information, materials, and publications.
- c) Admission of GU and its college students to a PhD programme at BITS Pilani as per the Host Institutions norms.
- d) Explore the Academic Bank of Credits (ABC) and research dissertation between institutes.
- e) Explore the Sandwich Model of Doctoral programs between institutes.

### 2. Research Collaboration

Faculty from both BITS Pilani and GU and its colleges will collaborate in the supervision and exchange of students and in joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms given below:



- 2.1 The Parties shall establish a coordination committee consisting of the following members to coordinate and monitor the cooperative programme.
- i Head of the Department (BITS Pilani).
  - ii Convener, DRC (BITS Pilani).
  - iii Dean/Head/ Principal of the School/Department at GU and its colleges.
  - iv Head of the Department / DRC Convener, GU and its colleges.
  - v College Development Council Chairperson of Goa University for Colleges.

Respective departments of both parties will have such committees for coordination and monitoring.

- 2.2 Progress of work of any individual programme will be reviewed and approved by designated authorities of both parties.
- 2.3 Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties. The final approval of any project will depend on the availability of guaranteed support funds
- 2.4 Neither GU and its colleges nor BITS Pilani will be held responsible for any liability to the party. Neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.
- 2.5 Every specific collaboration will have its own agreement/contract, which addresses issues such as IPR, funding pattern, usage policies of research facilities, disclosure of information, etc.

### 3. Students exchange

Pursuant to the agreement for academic exchange, GU and its colleges will send B.Tech/M.Tech/B.E./M.E./B.Sc./M.Sc/Ph.D. students to a BITS Pilani campus according to the terms laid out here.

- 3.1 Students under the students' exchange programme will be classified as special exchange students. Special exchange students will be permitted to participate in research activities/internships/research dissertation/project work.
- 3.2 In any case, the consent of the teacher/project supervisors/research supervisors is required. Such consent will take into account, among other things, whether the student has prerequisites for the course/ project.
- 3.3 Neither institution will require admission or tuition fees for exchange students under this MoU.
- 3.4 Course credits and grades earned will be determined by the home institution (GU and its colleges) based on the grade report from the host institution.
- 3.5 The number of students and duration will be worked out case-to-case basis. However, spending at least one semester at BITS Pilani is compulsory.
- 3.6 Participants may not normally spend more than one year in the exchange programme.
- 3.7 Participants will be subjected to the rules and regulations of the host institution.
- 3.8 The faculty of GU and its colleges may also participate in guiding the participants as co-supervisors or joint supervisors, depending on the contribution of the faculty from GU and its colleges and decided mutually by the concerned faculties of the two institutions.
- 3.9 Sandwich Model of Doctoral programs between the two institutes will be explored wherein students registered with the Goa University and BITS will be able to visit for minimum six to twelve months period for their research work.



## Selection and nomination

Every year there will be a common call for the academic program stated in the MoU for exchange in the month of May to June of the year.

The selection and nomination of students are open throughout the academic year. The student nomination should be accompanied by

- i Curriculum vitae
- ii Recommendation from a faculty member of the student's home institute.
- iii A specific outline of the programme of study at the host institution and a statement of objectives.

When a nomination is forwarded by the home institution, it is presumed that the sending College considers the students suitable for the proposed program and consents to send them if the host institution selects them.

The host institution will evaluate the nominations and determine their suitability for selection under the Student Exchange Programme.

Where the exchange student is pursuing a research or implementation project as part of the B.Tech. /M. Tech. /B.E./M.E./B.Sc./M.Sc./Ph.D. students (or equivalent) degree programme, the host institution will provide a suitable faculty member to assist the exchange student in formulating a research project or jointly supervising the exchange student in the event that a research project has already been identified at the home institute.

The host institution will inform the home institution of any academic or other problems that may arise during the period of the student's residence in the host institution. The host institution along with the home institution will deal with such problems.

### 4. Direct admission to Ph.D.

Providing an opportunity to students currently pursuing B.Tech./M.Sc. (eligible degree) to explore the option to undertake a research project at BITS Pilani and be considered for admission to the Ph.D. programme at BITS Pilani.

This scheme is intended to enable meritorious B.Tech./B.E./M.E./M. Sc students from GU and its colleges to carry out part of their studies, including project work at BITS Pilani, and offer an opportunity for direct admission to Ph.D. This will enable "early admission" to Ph.D. for GU and its college students as early as at the end of their 8<sup>th</sup> semester or 4<sup>th</sup> semester.

- 4.1 Under this scheme, GU and its colleges students who have a CGPA of 8.00 at the end of their 6<sup>th</sup> semester (three years) or 2<sup>nd</sup> Semester (two year) will be eligible to apply for a project in the summer and complete their fourth year or second year whichever applicable (7<sup>th</sup> and 8<sup>th</sup> semesters or 3<sup>rd</sup> and 4<sup>th</sup> semester) at BITS Pilani, and then be considered for early admission into the Ph.D. program at BITS Pilani.
- 4.2 The students will submit their transcript, other academic records and achievements, and documentary evidence of any research or internship experience.
- 4.3 Upon selection, through a selection committee set up for the purpose, the students will have an offer of admission to the Ph.D. programme. The students are expected to demonstrate sufficient merit in coursework, project work, and/or research during their 7<sup>th</sup> and 8<sup>th</sup> semesters or 3<sup>rd</sup> and 4<sup>th</sup> semester of M.Sc./B.E./M.E./B.Tech. to continue to join the Ph.D. programme. If the performance of the students is not up to the mark as per the guidelines of BITS Pilani, the students will be sent back to GU and its colleges with the credits earned.
- 4.4 Students will actually join the Ph.D. program only after completion of all graduation requirements at GU and its colleges which would typically be in the month of July after 8<sup>th</sup>



semester or 4<sup>th</sup> Semester. The student must satisfy all shortlisting and admission criteria when joining the Ph.D. programme.

- 4.5 During the stay at BITS Pilani, the student will have the status of visiting Student and enjoy all the privileges of a full-time student of BITS Pilani.
- 4.6 During the stay at BITS Pilani, the student may take courses to satisfy the credit requirements for their B.Tech./M. Sc. registration in their parent institution (GU and its colleges). BITS Pilani will certify the completion of the courses and the grades obtained, in them including project work done at BITS Pilani.
- 4.7 The transcript will be provided with relevant credits in all academic/project work undertaken at BITS Pilani. However, consideration of these credits and mapping to the letter grades will be up to GU and its colleges as per their grading system. Students may also undertake additional credits as Pre-Ph.D. courses for their Ph.D. programme, during their stay (in a regular semester) at BITS Pilani.
- 4.8 During their stay at BITS Pilani as a Visiting Student, BITS Pilani will not be charging any academic fees to the student, except fixed charges as applicable, since these students will be paying their regular academic fees in their parent institution. The visiting student may be provided accommodation in BITS Pilani hostels only when available. Hostel fees will be charged at regular rates.
- 4.9 Students coming under this program will not be entitled to participate in the Training and Placement process at BITS Pilani or GU and its colleges once they register as full-time Ph.D. students. This will be clearly stated in their offer of admission.
- 4.10 Both parties will explore to undertake PhD students under joint guidance Sandwich Model of Doctoral programs.

#### **5. Commencement, renewal, termination, and amendment**

This MoU will come into force upon affixing the signatures of the representatives of the Parties and will remain in effect for five (05) years. This MoU may be renewed upon its expiry, with the agreement of both Parties. If either Party wishes to terminate the MoU at the end of five years, it must notify the other Party not less than six months prior to the expiry of the MoU.

This MoU or its renewal and its actions may be reviewed at any time. Modifications may be made by mutual agreement, and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

#### **6. Financial Commitment**

- 6.1 This MoU does not involve any financial commitment from either party at the onset of signing this MoU.
- 6.2 In any of the projects, wherever financial aspects are involved, amount, payment conditions, scope of work, etc. would be spelled out clearly by both the Parties and will be recorded in the definitive agreement, before starting a project.

#### **7. Management of the MoU**

- 7.1 The management of this MoU will be carried out by a Coordinating Committee, composed of representatives from each institution involved, which will be responsible for all the areas involved.
- 7.2 The Coordinating Committee will prepare an annual follow-up report by the end of the term date of this MoU, which must describe all actions carried out, and should present an evaluation of their results.



## 8. Confidentiality and Non-Disclosure

Any information shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of two years after this MoU comes to an end or as agreed from time to time in writing.

### Exclusions to Confidential Information

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- i. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party
- ii. If the information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval in the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

### 8.1 Obligation to Maintain Confidentiality

- i. Both the Parties agree to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this MoU.
- ii. Confidential Information is and will remain the sole and exclusive property of the Disclosing Party and will not be disclosed or revealed by the Receiving Party, except (i) to other employees of the Receiving Party who have a need to know such information and agree to be bound by the terms of this MoU or (ii) with the Disclosing Party's express prior written consent.
- iii. Upon termination of this MoU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Receiving Party and its employees for this engagement are returned to the Disclosing Party.
- iv. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MoU pursuant to Paragraph above. The onus to prove that the exclusion is applicable is on the Receiving Party.

## 9. Warranty

Any and all deliverables, information, proposed publication, materials, reports, Services, intellectual property, other property or rights ("Results") and Confidential Information, granted or provided by BITS pursuant to this MoU are on an as-is-where-is basis. BITS does not make any warranties of any kind, either express or implied, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use. BITS or its personnel shall not be liable for any loss or damage including third party damage that may arise out of usage of the Results or/and Confidential Information, by GU and its colleges under this MoU.



## 10. Publications and intellectual property

The results from project work may be published in a standard journal as per BITS Pilani's guidelines. The project team will mutually decide and agree upon the co-authorship and their affiliations.

Intellectual Property: IP policy and guidelines of the host institute will be followed. The intellectual property arising out of the project work conducted by the visiting student will be assigned to BITS Pilani or BOTH parties based on their contribution towards the inventive step. BITS Pilani and GU and its colleges may decide to safeguard any intellectual property generated as a result of this agreement.

Each Party shall retain ownership of intellectual property rights of the existing background Intellectual Property as of the Effective Date, or developed or acquired independently of the Project, and nothing in this MoU and the definitive agreement signed for any individual Project shall assign any ownership to the other Party with respect to such background intellectual property rights.

Parties agree to collaborate towards the application of any joint intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

## 11. Force Majeure

No Party shall be held responsible for non-fulfilment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the Parties shall consult with each other on modalities of further execution of this MoU thereby shall give notice in writing to the other party/parties within thirty 15 days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall decide the future course of action jointly.

## 12. Representations and Warranties

The both Parties hereby represents and warrants that:

12.1 It has all requisite power and authority to execute, deliver and perform its obligations under this Memorandum and has been fully authorized by all requisite coactions to do so.

12.2 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its Institute.

12.3 The execution and performance of this Memorandum by either of the Parties does not and shall not violate any provision of any existing MoU/Agreement with any Party.

## 13. Dispute Resolution

In the event of any dispute between the Parties arising out of or relating to this Agreement, the Parties shall submit themselves to a formal dispute resolution by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator appointed mutually by the Parties. The place of the arbitration shall be New Delhi, India and the language of the arbitration shall be English.

The arbitration award of the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state the reasons for their findings in writing. The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator.



#### 14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Indian law. The courts at New Delhi, India, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, and the parties submit to the exclusive jurisdiction of such courts.

#### 15. General

- 15.1 **Amendment:** No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
- 15.2 **Relationship of Parties:** Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other for any purpose.
- 15.3 **Non-Exclusivity:** 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.
- 15.4 **Severability:** If any court of competent jurisdiction determines that any provision of this MoU is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 15.5 **Status:** This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 15.6 **Notices:** Any demand for payment, notice, or other communication required to be made or given by either Party to the other Party shall be sufficiently made or given if sent by that Party to the other Party by Registered Post Acknowledgement Due / by Courier at the addresses of the Parties mentioned hereinabove. Any change in address shall be notified by each Party to the other.
- 15.7 GU and its colleges undertakes to abide by all the applicable rules, regulations and byelaws laid down by any competent authority or any other relevant/authorized authority and/or department and that the BITS shall not be held responsible for any lapse on part of GU and its colleges in this regard.
- 15.8 The Parties herein expressly agree that amount of stamp duty/registration charges if any payable in respect of this MoU shall be borne and payable born by GU and its colleges.
- 15.9 The Parties hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this MoU, that they and their Representatives shall not pay, offer or promise to pay, or authorise the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this MoU. Parties shall comply with applicable anti bribery laws.
- 15.10 **Entire Agreement:** It is mutually acknowledged and understood that this Agreement constitutes the entire Agreement of the Parties with respect to the BITS Pilani student project program and would supersede all oral and written understandings and agreements with respect thereto including collateral agreements or any negotiations, discussions, understandings governing the terms, validity, interpretation, performance and/or enforcement of this Agreement.





IN WITNESS THEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN BY SUBSCRIBING THEIR HANDS EITHER THEMSELVES OR THROUGH THEIR AUTHORISED REPRESENTATIVES

FOR & ON AND BEHALF OF  
Birla Institute of Technology and Science, Pilani  
Colleges

FOR & ON AND BEHALF OF  
Goa University and its affiliated


  
Prof. Suman Kundu  
Director 10/10/2023

**Director**  
**BITS PILANI - K K Birla Goa Campus**


Witness 1:

  
Prof. Bharat Madhusudan Deshpande  
Associate Dean Academic Graduate Studies  
and Research 10/10/23

Witness 2:


  
for Mr. Sailesh Narayan Mohanty  
Joint Registrar 10/10/23




  
Prof. Harilal B. Menon 10/10/2023  
Vice Chancellor

**VICE CHANCELLOR**  
**GOA UNIVERSITY**

Witness 1:

  
Prof. Vishnu Nadkarni  
Registrar, Goa University

Witness 2:

  
Prof. Rajendra S. Gad  
Director, Research & Development and  
Resource Mobilization

