



NATIONAL INSTITUTE OF  
TECHNOLOGY, RAIPUR



INNOVATIOCURIS PRIVATE LIMITED

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NATIONAL INSTITUTE OF TECHNOLOGY, RAIPUR**  
**AND**  
**INNOVATIO CURIS PRIVATE LIMITED, DELHI**

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This **Memorandum of Understanding (MOU)** is made between

**National Institute of Technology**, Raipur, Chhattisgarh, India is a technical institution founded by Government of India in 1956 and incorporated under the National Institutes of Technology Act, 2007 as amended up to date, having its office at Raipur, hereinafter called “**NITRR**”

**And**

**Innovatio Curis Private Limited**, Delhi, is a unique organization, which brings deep healthcare expertise, a scientific rigour on applying global innovation models & management processes by leveraging IT to deliver healthcare at an optimum cost, established in the year 2015 having its office in New Delhi, hereinafter called “**IC**”

**1. PURPOSE**

The purpose of this MOU is to promote an integrated and collaborative strategic approach to product research, design, development, technology transfer and innovation, which will benefit both organizations and serve as a model for industry-institute collaboration

In doing so, the Parties will

- Share market intelligence
- Share non-confidential project information, evaluation and analysis
- Participate in and jointly fund projects or programs
- Leverage resources and involve other participants from governments, institutes and industries
- Undertake any other activities that reduce overlap and duplication and ensure a complementary approach to product research, design, development and innovation; and
- Train **NITRR** students for handling projects

## 2. OBJECTIVES

The objective of this MOU is to build the framework for collaboration on product research, design, development, technology and innovation in accordance with the common goals of **NITRR** and **IC** including, but not limited:

- To promote joint revenue generating activities for the **IC&NITRR** like consultancy and R&D work, etc;.
- To facilitate joint research work with **IC**, involving faculty and students;
- To assess periodically the scientific and technological scenario/ happenings in India and abroad in order to translate it into action for taking up future R&D work;
- Providing opportunities for student groups to undertake problem-solving projects;
- Providing assistance for improving employability including entrepreneurial training, specialized skill training, and training in softer skills required by Industries.

## 3. DIRECTIONS

To meet the objectives of this MOU, the following strategic directions are envisaged

1. Sharing funding for product research, design, development, innovation and academic activities to support the priority technology, opportunities and to promote the career of the **NITRR** students
2. Finding opportunities and engaging **IC** in collectively shaping a sustained agenda in product development

3. Funding mission-oriented (fundamental, applied and demonstration) projects or programs that are supported by business plans upon mutual approval
4. Building trust, creating synergies and a win-win approach that will benefit all participants
5. Developing a portfolio approach for jointly managing public sector investments and working towards greater efficiency and effectiveness in intelligence gathering, proposal evaluation, proposal approval mechanisms, and monitoring project or program and knowledge dissemination
6. Jointly engaging in public advocacy and external communications

#### 4. TYPES OF COOPERATION

- IC confirms for providing knowledge and opportunities of product design and development process and cycle such as Designing, Coding, Assembling, Analysis, Tooling, Maintenance etc.
  - Assisting institution in establishing new laboratories, providing literature on new technologies, and offering their research and development section as substitutes for laboratories
  - Providing assistance for improving employability including entrepreneurial training, specialized skill training, and training in softer skills required by Industries.
  - NITRR needs to encourage and enhance the activities to boost the country's economy through developing new knowledge innovations and technologies, which can be sold to and/or adopted by Industries
  - NITRR and IC will jointly market all activities and when required give publicity of the same in print or electronic media.
5. In order to promote cooperation, latest technology, projects and advancement of academic, research and educational exchanges between NITRR and IC, this MOU will extend to other scopes like:

#### OTHER SCOPE AND TERMS OF MOU

- 1) Sharing best available case studies and technical study materials from both in NITRR and IC once in a quarter for the purpose of sharing the knowledge and appraising each other about the developments, innovations, industry practices etc

- 2) Faculty exchange (guest lecture) programs between NITRR and IC on topics selected as per

suitability.

- 3) Development of new courses (PG certificate/diploma/degree) and inputs in syllabus setting by **IC**
- 4) Advanced Training courses and industry-oriented projects will be assigned to the meritorious students of the institute
- 5) Certificate: Joint certificate bearing both Parties' logo will be awarded to participants on successful completion of training organized jointly by **IC** and **NITRR** at **NITRR** for the students and industrial participants.
- 6) Fee structure for training courses: The fee structure and revenue sharing model will be mutually decided for following categories for Basic and Advanced courses
  - a. Students and faculties of **NITRR**
  - b. Students and faculties from other institutes
  - c. Industry personnel
- 7) Wherever there is an expenditure by either party for joint work, the cost has to be arrived at mutually agreed terms in advance.

## **6. MODALITIES AND TENURE**

The implementation of the provisions of the MoU will be monitored by a Team comprising of

- i. Dean R&C or his nominee
- ii. HoD (Biomedical Engineering)
- iii. Dr. Saurabh Gupta
- iv. Representative of **IC**
- v. **NITRR** Director's nominee

7. This MoU will come in to effect on and from the date of signing by both **the parties**.

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8. MoU will be valid for a period of **3 years** initially and at the end of 3 years, the committee will review the achievements and may extend it for a further period as may be mutually agreed by the parties with or without any change in the scope of MoU. The activities of the core team will be:

- a. To meet at least twice in a year
- b. To examine the activities already undertaken and/or completed
- c. To examine new proposals and activities
- d. To identify the resources relating to men, material and funding.

## 9. FINANCIAL AND PR ACTIVITIES

The Parties shall not impose any financial obligations except for the products/software supplied. Both Parties will share the revenues generated out of all the joint activities as mutually agreed upon on case to case basis.

## 10. JOINT OWNERSHIP IN INTELLECTUAL PROPERTY RIGHTS

Both the Parties hereby agree irrevocably that any product or application invented, during joint research collaboration / project of **IC** and **NIT Raipur**, will have equal ownership in intellectual property rights. A separate detailed mutually agreed joint ownership agreement will be executed and signed by the parties hereto, before filing any application for obtaining patent or patent rights.

## 11. CONFIDENTIALITY

Both the Parties hereby agree that any information generated out of any of the provisions of the MoU shall remain confidential with them and it shall not be disclosed to any third party without the express consent of both the Parties.

## 12. FORCE MAJEURE

Neither **IC** nor **NITRR** shall be liable to the other for any delay in or failure of their respective obligations under this MoU caused by occurrences beyond their control, including

occurrences of fire, floods, Acts of God, acts of public, enemies, wars, insurgency, riots. Strikes, lock-outs, sabotage, act or regulation of the Government or any compliance therewith; and that either Party shall promptly, but not later than seven days notify the other Party of the commencement and cessation of such contingency and prove that such is beyond its control and affects the implementation of This Memorandum adversely; and, further, that if such contingency continues beyond one month, Both Parties agree to discuss and arrive at an equitable solution for determination of the Memorandum, or otherwise decide the course of action to be adopted.

### **13. DISCLAIMER**

Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees or agents) and neither Party will have the authority nor will intentionally act for, or legally binding, the other Party in this project with a third Party except as agreed in writing by the Parties.

### **14. AMENDMENTS OF MOU**

No amendment(s) to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of both the Parties.

### **15. SETTLEMENT OF DISPUTES JURISDICTION**

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MoU, the Parties shall immediately consult each other with a view of expeditiously resolving such differences or disputes in a spirit of mutual understanding and cooperation. This shall be first settled by discussion with in the core committee. If that is not successful, it should be done by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1966 as may be amended from time to time and in force and the award made in pursuance thereof shall be final and binding on both the parties.

16. All disputes shall be subject to the ONLY jurisdiction of the courts in Raipur.

### **SEAL OF PARTIES**

17. This agreement has been executed in two originals- one of them retained by ICand

18. the other by **NITRR**.

19. IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

VK Singh  
( Dr VK Singh ) ( )  
MANAGING DIRECTOR

For and on behalf of  
Innovatio Curis Private Limited, Delhi

[Signature]  
( ) ( )  
DIRECTOR

For and on behalf of  
NITRR, Chhattisgarh

5<sup>th</sup> day of May 2018

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Witness

1. Dr. S. Samyad. [Signature]
2. Sachin Gaur. [Signature]

The 5<sup>th</sup> day of May 2018