

Memorandum of Understanding

between

Indian Institute of Technology Mandi (IIT Mandi)

and

Population Council Institute



Syed Abbas
15/9/2023
Prof Syed Abbas
Dean
Sponsored Research &
Industrial Consultancy
IIT Mandi

Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India

Date:

Sowmya Ramesh
Dr Sowmya Ramesh
Executive Director
Population Council Institute
B 21, LG Floor, Jungpura Extension
New Delhi-110014

Date: 06/09/23

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**Memorandum of Understanding and framework for collaboration between Indian
Institute of Technology Mandi and
Population Council Institute, India**

This Memorandum of Understanding (MoU) is entered on September 6, 2023 ("Execution Date") between **Indian Institute of Technology Mandi** represented by Dean, Sponsored Research and Industrial Consultancy, IIT Mandi, hereinafter referred to as IIT Mandi and Population Council Institute, New Delhi represented by the Director and hereinafter referred to PC Institute.

Listed in this document is the agreed framework for the collaboration of the below **parties**:

- 1) Indian Institute of Technology Mandi, having its registered office at VPO Kamand, district Mandi, 175005, Himachal Pradesh, India. Website: (<https://www.iitmandi.ac.in/>)
and
- 2) Population Council Institute having its registered office at B 21, LG Floor, Jungpura Extension, New Delhi-110014. Website: (<https://popcouncilinstitute.org/>)

Article 1: Partners Background

Indian Institute of Technology Mandi (IIT Mandi)

Indian Institute of Technology Mandi, is a body corporate incorporated under the Institutes of Technology Act, 1961. IIT Mandi is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IIT Mandi imparts and undertakes cutting-edge research in various areas of science, engineering, and humanities.

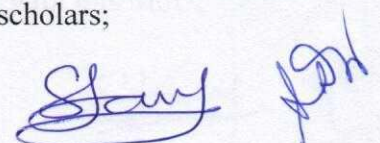
Population Council Institute, India

The Population Council Institute (hereafter referred to as 'PC Institute'), an Indian non-profit organization registered under Section 8 of the Companies Act 2013, confronts critical health and development issues in India from ensuring access to health services, ending malnutrition, and improving reproductive health to building resilience to environmental risks and achieving gender equality. Through its biomedical, social science, and public health research, PC Institute works with the Government of India, state government programs, bi- and multilateral agencies, private businesses, and research organizations to design innovative solutions that lead to more effective policies and programs.

Article 2: Collaborative Activities

IIT Mandi and PC Institute hereby commit to working together in the following areas of activities:

1. Collaborative training, and research and publications between PC Institute and IIT Mandi with special focus on training for research teams on the latest quantitative and qualitative methodologies; the areas of these activities include but not limited to health & nutrition services/programs, gender, public policy, and data governance;
2. Jointly develop training modules and conduct professional skills training on subjects such as monitoring, evaluation, and accountability for young scholars;



3. Jointly organise short-term workshops, webinars and meetings on specific and cross-cutting thematic areas (e.g., education, health, nutrition, environment, and gender);
4. Facilitate and/or provide internship opportunities for students pursuing master's degree at IIT Mandi in the subjects of Statistics/Economics/Demography/Public Health/ Other Social Science subjects;
5. Jointly organise stakeholder meetings for promoting research in areas of mutual interest;
6. Enable empanelment of the development professionals and researchers of PC Institute on IIT Mandi as guest lecturers, visiting faculty, and for delivering guest lectures on select technical topics;
7. Any other knowledge building activity as agreed upon between PC Institute and the IIT Mandi from time to time.

Article 3: Duration

This MoU shall be valid for an initial period of five years from the date of the last signature of the Parties, unless terminated earlier than expiry. Upon expiry of the five-year period, the MOU may be renewed for a further period and on the terms as may be mutually agreed upon by both the Parties, in writing.

Article 4: Place of Jurisdiction and applicable Law

1. The place of Jurisdiction will be decided as per the cause of action.
2. The provisions and implementation of this MoU shall be governed by the laws of the Republic of India.

Article 5: Dispute Resolution

In the event of any dispute, mis-interpretation, controversy or difference between the parties arising out of or relating to this MOU (including a dispute relating to the validity or existence of this MOU and any non-contractual obligations arising out of or in connection with this MOU (a "Dispute"), efforts will be made by both the parties to arrive at a mutually acceptable resolution to the Dispute through consultations and negotiations. The Dispute resolution meeting between the Parties is to be convened within 30 days of the notification of dispute by one party to the other. After exhausting all options of mutual resolution of the Dispute, Parties may approach a court of law within the Republic of India.

Article 6: Confidentiality

Each party agrees and undertakes to observe confidentiality and secrecy of documents and information received pertaining to activities listed in this MOU during the term of MOU. All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of confidential information to each other does not grant or imply any license, interest or right to the recipient Party in respect of any intellectual property right of the other Party.

Article 7: Data Protection

- a. Both Parties shall comply with all applicable requirements of and all their obligations under the Data Protection laws of India (IT Act 2000) and subsequent amendments thereto, if any, which may arise in connection with this MoU;

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- b. Each Party will promptly notify the other party of any actual or potential breach of the Data Protection related laws.

Article 8: Entirety

This MoU represents the full and final understanding between the parties on the subject matter contemplated hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. This MoU may only be modified by a written instrument signed by the authorized signatories of both the parties.

Article 9: Counterparts

This MoU may be executed in four number of originals or Counterparts, each in like form and all of which when taken together shall constitute one and the same document, and any Party may execute this MoU by signing all such originals or counterparts.

Article 10: Severability

If any of the provisions of this MoU becomes invalid, illegal or unenforceable in any respect under applicable law, remaining provisions shall not be affected or impaired in any way.

Article 11: Amendment

Amendments, revisions or modifications to this MOU may be proposed by either Party at any time during the term of the MOU and shall be effective from the date of written modification to the agreement signed by both the Parties till the expiry of the MoU.

Article 12: Non-Exclusivity

The Parties understand that this relationship is not exclusive and that entering into this MOU shall not prevent either Party from associating with any other Party for the purpose of having similar arrangement.

Article 13: Force Majeure

1. Neither party hereto shall be liable to the other for any breach of their respective Obligations under this MOU resulting from causes beyond their reasonable Control including but not limited to act of God, fire, pandemic, strikes, (of its own or other employees) insurrection or riots, embargoes, lockdowns or regulations of any civil or military authority, network outages (an 'Event of Force Majeure').
2. Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of an Event of Force Majeure and such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

Article 14: Indemnity

1. Each party shall be responsible and liable to the other for all the acts and omissions relating to their respective obligations.
2. Each party shall indemnify and hold harmless, the other party, other party's directors, partners, officers, employees, agents, subsidiaries, affiliates, and assignees or any of them to the full extent against all direct losses and direct damage suffered by the other party on account of or arising out of or attributable to the negligence or a breach or non-performance of this MOU by such party.



Article 15: Assignment

Neither party may transfer or assign any of its rights or obligations under this MOU without the prior written consent of the other party.

Article 16: Licenses and Permits

IIT Mandi and PC Institute will be responsible for obtaining and keeping in-force all necessary Licenses and other statutory permits, approvals, registrations from any agencies or Government. Departments or Local Authorities for research activities as needed from time to time.

Article 17: Intellectual Property Right

For the purpose of this clause, the term "Intellectual Property" shall mean and include any and all designs, copyrights, algorithms, moral rights, documents, data, and all other forms of intellectual property and all applications thereto. It is hereby explicitly agreed between the Parties that both the parties involved in this MoU shall be the joint owner of the work created and developed by them jointly within the scope of this MoU based on the ToRs. The Parties declare that this Clause shall survive even after the termination of this MoU.

Article 18: Notices and Communications

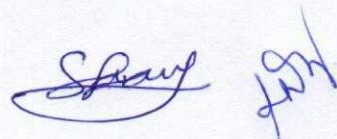
Notices required or permitted under this MOU will be in writing and sent by prepaid registered or certified airmail or courier and will be deemed to have been properly served to the addressee upon receipt of such written communication to the addresses mentioned in the title above.

Article 19: Termination

Both the parties mentioned herein have the right to terminate this MOU by giving a written notice of a minimum of 60 days.

Article 20: Commercial

This MOU is non-commercial in nature. Both parties agree to enter into a separate written contract on project-to-project basis for execution of activities under the collaborative funded work. Any such agreements shall require the approval of appropriate officers from each institution.

Handwritten signatures in blue ink, likely representing the representatives of the two parties involved in the MOU.

Accepted and Agreed

IN WITNESS WHEREOF, the parties hereto have authorized their officers or representatives the underlying signatories, to execute and bind the parties to this MoU as of the Effective Date.

Indian Institute of Technology Mandi

Dean SRIC

IIT Mandi

Kamand - 175005

H.P., India

Name: Prof Syed Abbas

Title: Dean, Sponsored Research and Industrial Consultancy, IIT Mandi

Date:

Witness:

Dr Shyamasree Dasgupta
Associate Professor and Chair
SHSS, IIT Mandi

Dr Mayanka Amabde
Assistant Professor
SHSS, IIT Mandi

Population Council Institute, India



Name: Dr Sowmya Ramesh

Title: Executive Director

Date: 06/09/23

Witness:

Dr Niranjana Saggurti
Country Director
Population Council, India

Dr Punit Mishra
Lead – Partnerships
Population Council Consulting, India