



# MEMORANDUM OF UNDERSTANDING



*Memorandum of Understanding regarding the establishment of a  
collaborative relationship in areas of research and consultancy*

**Made and entered into by and between**

**Coimbatore Institute of Technology**

a higher education institution, herein represented by **Mr. S. Rajiv Rangasami** in his capacity as  
**Correspondent of Coimbatore Institute of Technology** and duly authorised

(Hereinafter referred to as “**CIT**”)

and

**UNIVERSITY OF JAFFNA**

a higher education institution, herein represented by **Professor Sivakolundu Srisatkunarajah**,  
in her/his capacity as Vice-Chancellor of the University and duly authorised

(Hereinafter referred to as “**UOJ**”)

(Individually referred to as “**Party**” and collectively as “**Parties**”)

## **1. Preamble**

The purpose of this Agreement is to define the basis for collaboration between the parties in areas of research and consultancy concerning:

**Coimbatore Institute of Technology** and the

Parties have agreed in principle

1. 1. to enter into separate Project Agreements for research and consultancy projects as required which will provide details of scope, deliverables and costs.
1. 2. that, notwithstanding the focus of this Agreement on the Field, if opportunities are identified for collaboration in other areas of common interest, those will be explored.

Now therefore the parties wish to record their understanding in writing as follows:

## **2. Scope of this Memorandum of Understanding**

2. 1. The Parties enter into this Memorandum of Understanding (hereinafter referred to as MoU) as independent contractors and nothing herein contained shall be construed as establishing a partnership or joint venture between the parties, nor may any party profess to represent the other Party, save with the written consent of the other Party.
2. 2. The Parties retain the right to enter into contractual arrangements with third parties for the execution of specific projects. Nothing in this agreement shall be prejudicial to such arrangements.
2. 3. Except as expressly set out in this MoU, neither Party shall have any obligation to the other unless and until such obligations are set out in a Project Agreement signed by both Parties. It is understood that while this MoU constitutes a statement of mutual intentions between the Parties, it does not constitute a legally binding obligation, and except for each Party's responsibility for costs incurred arising from this MoU any confidentiality obligations, and dispute resolution provisions and export controls, this MoU creates no rights in favour of either Party. A legally binding commitment for the proposed provision of services will result only from the signature by both parties on a Project Agreement and such agreement shall supersede this MoU.

## **3. Responsibilities of the Partners**

Each Party will bear its own expenses and costs incurred in connection with this MoU and any due diligence and information gathering with regard to this MoU, including the negotiation and finalisation of a suitable definitive agreement for the contemplated projects ("Project Agreements").

## **4. Confidentiality**

4. 1. For the purpose of this clause, "Confidential Information" means specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, information, technical and commercial data, techniques and know-how.

4. 2. The Parties hereto recognize that information, agreed or noted by the Parties to be confidential, may be passed from one Party to another for the purpose of the collaboration, and that Confidential Information may arise from the collaboration.
4. 3. Both Parties undertake to treat Confidential Information as strictly confidential, not to divulge to any third party or sell, trade, publish, reproduce or reverse engineer any of the Confidential Information, and not to put in use in any manner for any purpose unrelated to the collaboration any Confidential Information without the disclosing party having the prior written consent of the other party, except as provided by the exclusions specified in Clause 4.5 below.
4. 4. The obligation of confidentiality of clause 4.3 shall not apply to information which:
- i. becomes known by third parties through no fault of the Parties hereto;
  - ii. is or becomes published otherwise than by unauthorized publication in breach of this agreement;
  - iii. is independently developed by an employee of the recipient who has not had access to any of the Confidential Information disclosed to the recipient by the other Party;
  - iv. is in the public domain;
  - v. can reasonably be demonstrated to be known to the Parties prior to disclosure under this Agreement;
  - vi. is disclosed to the Party or Parties by another party entitled to disclose the information;
  - vii. the Parties had herein agreed to release; or viii. is required to be disclosed by Law.
4. 5. The Parties hereto shall take due precautions to ensure that their staff, students and contractors, who have a need to know Confidential Information, undertake the above obligations of confidentiality.
4. 6. Each Party may not divulge, and will pledge that any of its employees or agents do not divulge, to any person, other than the duly authorised representatives of the other Party and its own staff, and only if this is necessary for the proper rendering of the services under the Agreement, any Confidential Information arising out of the performance of, related to or discovered in the course of the performance of the services required under this agreement, without the prior written authority of the other Party.

## **5. Publication**

5. 1. It is intended that the results of the research arising from this collaboration shall be published in accordance with normal academic practice. In order to protect the confidential information and any proprietary rights, neither Party may publish or publicly disclose the results of the research or any confidential information without the prior written consent of the other.



5. 2. The Party who wishes to publish as described in clause 5.1 shall make available to the other Party a copy of the proposed publication at least thirty (30) days in advance of the submission of the proposed publication to a third party. If the non-publishing Party determines that the proposed publication discloses confidential or proprietary information that requires protection, that Party shall notify the other party of this determination within thirty (30) days of receipt of the proposed publication. The non-publishing Party can require a delay of the publication, which shall not normally exceed three (3) months, or editing of the proposed publication, such editing not being deemed unreasonable by the Parties hereto.
5. 3. If the Party, to whom a proposed publication has been made available according to clause 5.2 fails to notify the submitting Party within thirty (30) days of receipt of the publication, then the submitting Party is free to submit or present the publication.

## **6. Theses/Dissertations/Project Reports**

Nothing in this Agreement shall prevent a registered student of either party from submitting a thesis, dissertation or project report based on results from research arising from this collaboration, for the purposes of obtaining a degree at their institution. The Parties hereto may see the draft material during the writing up period and may, within thirty (30) days of receipt, request the exclusion of confidential or sensitive information, and to correct any factual errors. If required, the examiners shall be appointed by either Party under an agreement of confidentiality between the examiners and either Party. Either Party may request that access to a thesis, dissertation or project report be restricted for a period of up to two (2) years. Such a request will not be unreasonably denied.

## **7. Intellectual Property**

7. 1. The ownership of background intellectual property existing prior to the commencement of the Agreement will remain unaffected hereby.
7. 2. The rights of ownership of foreground intellectual property arising from the research associated with this collaboration will be negotiated in a separate Project Agreement for each project undertaken.

## **8. Dispute Resolution**

8. 1. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.
8. 2. The Parties shall use all reasonable efforts to resolve any dispute that may arise under this Agreement through good faith negotiations. Each Party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

## **9. Liability**

9. 1. Each Party bears the liability arising out of its own negligence, wrongful act or omission, and its own breach of this Agreement.

9. 2. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage sustained by the other Party arising out of or in connection with this Agreement, and each Party releases the other from any such liability.

## 10. Termination

This MoU shall be effective from the date of signature of the Party signing last and continue for **three (3) years** unless terminated by either Party giving written three -month notice to the other. Such termination shall not affect Project Agreements in force at such time. This MoU can be renewed in writing on an annual basis thereafter but in no event shall the maximum term of this MoU, including all renewals, exceed ten (10) years.

## 11. General

11. 1. The parties do not intend that any agency or partnership relationship be created between them by this Agreement and neither Party may bind the other in any way.
11. 2. All additions or modifications to this Agreement must be made in writing and must be executed by both Parties.
11. 3. Neither Party may assign or cede any benefit, obligation or interest they may have in this Agreement to any other person without the prior written consent of the other Party.
11. 4. Each party shall comply with all relevant laws, whether <country of the collaborating institution> or Sri Lanka, governing the exports and re-exports of technical data or commodities made pursuant to this MoU.
11. 5. Neither Party is regarded as having waived, or is precluded in any way from exercising any right under or arising out of this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgency to, the other Party with reference to any performance of any obligation under this Agreement, or having failed to enforce, or delayed in enforcing any right of action against the other party.

## 12. Executed

Coordination of research projects covered by this MoU will rest upon:

### For Coimbatore Institute of Technology

Name of the contact person  
Prof. N. Muthukumarasamy

Address : Department of Physics,  
Coimbatore Institute of Technology,  
Coimbatore : 641014, India

Phone: 0091 9442954202

E-mail: deanrd@cit.edu.in

### For the University of Jaffna

Name of the contact person  
Prof. P. Ravirajan

Address: Department of Physics,  
University of Jaffna, JA 40 000  
Sri Lanka

Phone: 0094 71 8561715

E-mail: pravirajan@univ.jfn.ac.lk

Accepted for and on behalf of

**Coimbatore Institute of Technology**

and duly authorised

Signature : *S. Rajiv*

Name : Mr. S. Rajiv Rangasami

Designation : Correspondent

Date : 19.09.2023



Accepted for and on behalf of

**University of Jaffna**

and duly authorised

Signature : *S. Srisatkunarah*

Name : Prof. S. Srisatkunarah

Designation : Vice Chancellor

Date : 19.09.2023

**VICE CHANCELLOR**

University of Jaffna  
Jaffna, Sri Lanka

*V. Kandeepan*

Name: V. KANDEEPAN

Designation: Registrar

Date: 19.09.2023

**REGISTRAR**  
**UNIVERSITY OF JAFFNA**  
**SRI LANKA**