

MEMORANDUM OF UNDERSTANDING

Between

TRANSPORT DEPARTMENT, GOVT. OF NCT DELHI

And

FOUNDATION FOR INNOVATION AND TECHNOLOGY TRANSFER

INDIAN INSTITUTE OF TECHNOLOGY DELHI

Transport Department, Govt. of NCT Delhi., a department under the Government of NCT of Delhi, having its office at 5/9 Under hill road, Delhi – 110056, here-in after referred as TD-GNCTD which term unless the context contract requires otherwise shall include its representatives, successors and assigns of the ONE PART,

AND Foundation for Innovation and Technology Transfer, the industry interface unit of Indian Institute of Technology Delhi (IIT-D) -an educational and research institution constituted under The Institute of Technology Act, 1961 functioning at its premises at Delhi 110016 India, hereinafter referred to as FITT (which term unless the context, contract otherwise requires shall include its representatives, successors and assignees of the OTHER PART)

TD-GNCTD and FITT-IITD hereinafter are also referred to as "Party" or "Parties" as per the context. WHEREAS, TD-GNCTD is entrusted with the responsibility of providing an efficient public transportation system, control of vehicular pollution, registration of vehicles in Delhi, issuance of Driving licences, issuance of various permits, collection of road taxes. The department also entrusted in policy-making, co-ordination, implementation, monitoring and regulatory functions of all the Transport related aspects of National Capital Territory of Delhi.

WHEREAS FITT-IITD has been established by Indian Institute of Technology Delhi with the object, inter-alia, of development, promotion, licensing and commercial exploitation of technology, know-how and inventions, including the technical and engineering know-how generated in IITD as part of research resultants of faculty activities. In particular, FITT-IITD through the faculty has expertise in the reduction of adverse health effects of road transport. Issues concerned with transportation in order to promote safety, active mobility, cleaner air, and energy conservation. Faculty members are involved in planning safer urban and inter-city transportation systems, and developing designs for vehicles, safety equipment and infrastructure for the future. Activities include applied research projects, special courses and workshops, and supervision of student projects at postgraduate and undergraduate levels at the Transportation Research and Injury Prevention Centre (TRIP Centre).

WHEREAS the Transportation Group at TRIP-Centre has developed expertise in planning safer urban and inter-city transportation systems, and developing designs for vehicles, safety equipment and infrastructure for the future, further under this

collaborative arrangement to do research and development on specific interests to TD-GNCTD (hereinafter referred to as "Product").

WHEREAS TD-GNCTD is interested in achieving safe mobility and sustainable mobility targets and FITT, IITD through Transportation Research and Injury Prevention Centre is willing to collaborate in such projects. .

Now, therefore, it is agreed by the Parties as follows:

1. SCOPE OF THE MoU

The purpose of this MoU is to enter into relationships between TD-GNCTD and FITT with regard to cooperation in different activities. The following activities are being considered for mutual collaboration at present. However, the scope will be expanded with mutual consent to include any other challenges arising in future.

- Collaborative Projects
- Training/ Knowledge transfer
- Research / Consultancy Projects
- Executive Development program for TD-GNCTD executives
- Sharing laboratories of IITD and TD-GNCTD for research
- Nomination of expert lecturers of TD-GNCTD for knowledge sharing with IITD
- Any other project of Mutual interest

The above activities shall be conducted in the following research areas:

- Road Safety
- Vehicle Safety
- Public Transport
- Road Design
- Road Safety Policies
- Electric Vehicle

These activities will be executed at Transportation Research and Injury Prevention Centre (TRIP Centre), IIT Delhi.

2. UNDERSTANDING OF PARTIES

- 2.1. Nothing in this MoU shall grant to either Party the right to bind the other Party, without the prior written consent of the other Party.
- 2.2. The Parties understand and acknowledge that this MoU will provide the foundation for more comprehensive and definitive agreements.
- 2.3. The provisions of this MoU reflect the current plans and intentions of TD-GNCTD and FITT. However, specific terms and conditions with respect to particular projects to be undertaken under this MoU are to be set forth in future definitive agreements between the Parties.
- 2.4. Each Party represents that with respect to the matters which are subject to this MoU; it will not make or offer any payment, gift, either directly or through intermediaries, to or for the use of any public official where such

- payment, gift, promise or advantage would amount to any illegality and/or unethical and / or corrupt practice under the law.
- 2.5. None of the parties shall incur any obligations or liabilities on behalf of the other Party or the Parties without entering into specific definitive agreements, as the case may be. None of the Parties shall act as an agent, employee, partner or joint venture of the other Party or the Parties. Any obligations and liabilities of the Parties hereunder shall be individual and not joint or collective.
3. Title to all inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by Consultant In-Charge/FITT and TD-GNCTD resulting from the Research Activities shall be managed as follows: Upon generation of an Intellectual Property, TD-GNCTD shall choose among the following options related to the use and commercialize of the Intellectual Property:
- a) In case TD-GNCTD is not interested in the IP, FITT shall have the exclusive rights to own, develop and further license the IP of the project to other parties. FITT shall bear the cost of filing and maintaining the IP.
 - b) In case TD-GNCTD desires to have non-exclusive license to the IP, as sponsor of the project TD-GNCTD shall receive a royalty free license to the IP. Use of this license will be limited to TD-GNCTD and its legal subsidiaries. TD-GNCTD cannot sublicense or share the IP with a third party. FITT shall have the right to own, develop and further license the IP of the project to other parties on a non-exclusive basis. TD-GNCTD and FITT shall share the cost of filing and maintaining the IP.
 - c) If TD-GNCTD wishes to have exclusive license to the IP, FITT would grant it to TD-GNCTD in lieu of payment of an upfront and/or a recurring royalty fee. The amount of the royalty is to be negotiated between TD-GNCTD and FITT. TD-GNCTD shall bear the cost of filing and maintaining the IP.
4. A separate license agreement shall be signed between parties according to the option chosen by TD-GNCTD as per clause 3.

5. REPORT SUBMISSION

For any of the studies undertaken for the technical services as listed under clause 1 above, detailed report as per the scope of the work along with deliverables will be submitted by Consultant-in-Charge to TD-GNCTD.

6. STATUS OF MOU

This MoU is intended to record mutual understanding of the Parties hereto as the date hereof.

It is clearly understood by FITT and TD-GNCTD that there will be no obligation or financial commitment whatsoever on the Parties under this MoU unless otherwise agreed.

For each one of the activities and/or actions identified by the Parties under this MoU, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties may enter, directly or through the concerned affiliate, into a specific agreement defining in detail the respective obligations and commitments of each Party, and particular the program of work, and the financial conditions of its execution.

This MoU is a non-binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder to the other parties until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

7. NOTICES AND ADDRESSES:

For the purposes of this MoU, the address of the Parties will be as follows and all correspondences and notices in relation to the present MoU sent to the Parties at the address mentioned below shall be deemed to be sufficient service of the notice on the Parties.

Address of TD-GNCTD

5/9, Underhill Road
Delhi-110056

Address of FITT

Foundation for Innovation and Technology Transfer (FITT)
Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016.

In case of change of address of any of the above parties are required to intimate the other party within 30 days of change of address for the correspondence.

8. TERM OF MOU

The MoU shall be effective from the date written hereinabove and shall remain effective for a period of five (5) years unless otherwise terminated at an early date. The MoU may be renewed mutually by both the parties three months prior to its expiry.

9. TERMINATION AND WITHDRAWAL

This MoU may be terminated:

- (a) By either Party upon providing 30 days written notice to terminate the MoU on reasonable grounds.
- (b) If winding up process has been initiated by or against any of the Party;

(c) If any Party becomes bankrupt or has a receiving order made against it or enters into a composition with its creditors or in the event of force majeure prohibiting its continuity; or If any Party breaches any of its obligations under this MoU and fails to take steps to remedy the breach within 2 days after receiving a written notice of the breach from the Party;

On the happening of anyone of the events mentioned in (a, b & c) above, either of the Parties may terminate this MoU, by written notice to the other Party, its receiver, manager, trustee liquidator, administrator or any other person in whom the affairs of the relevant party may have become vested:

-Further this MoU will come to an end on completion of the purpose as stated in Clause 1 or due to any exigency on part of TD-GNCTD or FITT that may require termination of this MoU.

10. AMENDMENT

This MoU may be amended upon the mutual consent of both Parties and such amendments will have no impact on any specific agreement then in force.

11. FORCE MAJEURE

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the Party affected by such Force Majeure shall, upon notification to the other Party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely TD-GNCTD and FITT, directly affecting the performance of the MoU.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

12. CONFIDENTIALITY

Non-Disclosure of Proprietary Information and Confidentiality Agreements (NDA) shall be signed between TD-GNCTD and respective Consultant In-Charge of FITT along with future definitive agreements between the Parties as per clause 2.3.

13.APPLICABLE LAWS AND DISPUTE RESOLUTION

This MoU shall be governed by and construed in accordance with the laws of India. Courts at Delhi shall have the exclusive jurisdiction over the subject matter.

If any dispute, controversy or claim concerning this MoU arises between the Parties, they shall make their best efforts to settle amicably their differences within two (2) months after the start their dispute.

If the Parties are not able to resolve the dispute, controversy, or claim, then the Parties shall submit to arbitration as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time-to-time, or any enactment in place thereof, in Delhi, by the Arbitrator(s) to be agreed by both Parties. The considered decision of the Arbitrator(s) shall be final and binding upon the Parties.

14.SIGNATORIES

The signatories to this MoU have been duly authorized for and on behalf of their respective organizations to sign this MoU in duplicate and both the Parties will retain one copy each of the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above.

For & on behalf of FITT & on behalf of TD-GNCTD

Organization: **Foundation for Innovation and Technology Transfer (FITT), IIT Delhi**

Name: **Shri. Col. Naveen Gopal**

Designation: Chief Operating Officer FITT, IIT Delhi




Signature

Organization: **Transport Department, GNCTD**

Name: **Shri. S B Deepak Kumar, IAS**

Designation: Special Commissioner, Road Safety



Signature