



महाराष्ट्र MAHARASHTRA

2023

2024

CP 334348

दस्ताचा प्रकार

दस्त नोंदणी करणार आहता का ?

नोंदणी होणार असल्यास दु. निबंधक कार्यालयाचे नाव

मिळकतीचे वर्णन

घोळदारा रक्कम

मुद्रांक विहित घेणाऱ्याचे नाव व पत्ता

दुसऱ्या पक्षकाराचे नाव व पत्ता

हस्त लिपिचे नाव व पत्ता

मुद्रांक

मुद्रांक

मुद्रांक

पंजीनामा

श्री. गणकुमार शर्मा

कर्मचारी क्र. 90012

श्री. गणेश, सचिव, पुणे-२०

MOA



वर्ष 2024 अधिकारी
Rashon Pine
19 JUL 2024
प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

Delhi Technical University
Vishwanath Amblike
16519
25/07/24

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (THIS "MOA") IS MADE AND EXECUTED ON THIS

31st

DAY OF THE MONTH OF

July

TWO THOUSAND TWENTY FOUR

AT New Delhi



Registrar
Delhi Technological University
(Formerly Delhi College of Engineering)
Shahbad Daultpur, Bawana Road,
Delhi-110042

BY AND BETWEEN

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, a Scientific Society of the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act, 1950 and having its registered address at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007 (hereinafter referred to as '**C-DAC**') through the Registrar (which expression unless repugnant to the context of meaning thereof be deemed to include its heirs, executors, administrators and assigns), of the ONE PART.

AND


DELHI TECHNOLOGICAL UNIVERSITY (DTU) registered under Act 6 of 2009, Govt. of NCT of Delhi and having its registered address at Shahbad Daulatpur, Main Bawana Road, Delhi-110042, India through Prof. Madhusudan Singh, Registrar, DTU (hereinafter referred to as '**DTU**', which expression unless repugnant to the context of meaning thereof be deemed to include its heirs, executors, administrators and assigns), of the OTHER PART,

'C-DAC' and 'DTU' are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS, C-DAC is a national initiative of the Government of India. C-DAC has been engaged in research and development activities in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Artificial Intelligence and Natural Language Processing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health, Agriculture etc.; Cyber Security including data security and cyber forensics, and in Education and Training in Electronics/Computer fields;

AND WHEREAS Delhi Technological University is a reputed Institute of learning in India as well as Abroad. "75 years of Tradition of excellence in Engineering & Technology Education,




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Research and Innovations" Delhi College of Engineering, (initially established with the name - Delhi Polytechnic) came into existence in the year 1941 to cater to the needs of Indian Industries for trained technical manpower with practical experience and sound theoretical knowledge. The institution was set up at historic Kashmere Gate campus as a follow up of the Wood and Abott Committee of 1938. It comprised of a multi-disciplinary and multi-level institution offering wide ranging programmes in engineering, technology, arts and sculpture, architecture, pharmacy and commerce. The national diploma awarded by the institution was recognized as equivalent to degree level for the purposes of employment. In 1952, the college was affiliated with University of Delhi and started formal Degree level Programmes. The department of Architecture later became the School of Planning and Architecture, now a Deemed University and Institution of National importance. The department of Arts and Sculpture became College of Arts and the departments of Chemical Technology and Textile Technology were shifted out en-block to mark beginning of the IIT Delhi at its new campus at Hauz Khas. The department of commerce was later abolished and the faculty of management studies of the University of Delhi was established by Prof. A Das Gupta, of DCE. Delhi College of Engineering is thus the mother institution of a number of national projects including IITD, SPA, College of Arts and even the famous FMS. Till 1962, the college was under the direct control of Ministry of Education, Government of India. In 1963, the administration of the college was handed over to Delhi Administration. Delhi College of Engineering was under the administrative control of Department of Technical Education & Training, Govt. of NCT of Delhi.

For academic purposes, the college was affiliated to University of Delhi since 1952. From July 2009, the DCE has become Delhi Technological University vide Delhi Act 6 of 2009.

The erstwhile DCE has functioned from its historic Kashmere Gate Campus for almost 55 years and has shifted in 1996 to its lush green sprawling campus of 164 Acres at Bawana Road, adjoining Sector-17, Rohini, Delhi- 42. Its shifting to new campus has added the dimension of research and caused innovations in plenty, which has received high national and international acclaim. As a Delhi Technological University, it has the desired autonomy to excel and shape itself as a world class Technological University.



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AND WHEREAS, for past few years both C-DAC and DTU have been enjoying mutually beneficial and rewarding interaction and relationship in different areas of common interest, like submission of joint project to funding agencies, recruitment of candidates by C-DAC, contributing towards National Supercomputing Mission, to name a few;

AND WHEREAS, Computer Technologies in general have become all pervasive and High-Performance Computing (HPC), Artificial Intelligence, Big Data Analytics, in particular have applications in multiple fields of science and engineering such as Physics, Chemistry, Biology, Electronics, Health/Medical, Agriculture etc.;

AND WHEREAS, the National Supercomputing Mission (NSM) has the Expert Group on Human Resources Development (NSM-EG-HRD) has one of its constituent, which has been mandated with task of development of 20,000 HPC aware manpower in the country.

AND WHEREAS, NSM-EG-HRD proposed the concept of HPC Nodal Centres (HPCNC) at various institutes in the country, for the purpose of achieving its goal of training HPC aware manpower in the country.

AND THEREFORE, NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE UNTO AS FOLLOWS:

1. PURPOSE / SCOPE:

- 1.1 This MoA broadly defines the mode and methodology of operations and spells out the roles and responsibilities of the Parties hereto.
- 1.2 This MoA being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn-up projects and specific MoA/Agreement containing specific Statement of Work, in writing, signed between the Parties prior to the commencement of the work on case to case basis, defining the roles and responsibilities, scope of work, time



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frame, financials, intellectual property rights, commercial terms, etc., of the Parties.

1.3 Activities of the HPC Nodal centres:

- a. The overall objective of the HPC nodal centers would act as an enabler for undertaking activities which meet the goals set by NSM-EG-HRD, from time to time.
- b. Bring together researchers, industry professionals, collaborators and students working in the field of HPC, Artificial Intelligence (AI) and Data Science.
- c. Conduct training activities including but not limited to activities mentioned under sub-clause (d) and (e) below.
- d. Faculty development in areas of HPC, Artificial Intelligence and Data Science.
- e. Education and training activities for students with the curriculum of all the courses delivered laying emphasis on practical aspects.
- f. Spread awareness about HPC and encourage use of HPC.
- g. Generate content which can be used from a MOOC platform.
- h. Conduct HPC workshops targeted towards specific audience.
- i. Conduct workshops on a thematic area of HPC, AI and Data Science.
- j. Update Curriculum.
- k. Hosting resources for use of HPC community.
- l. Collaborate with appropriate National and International agencies for meeting the goals set for HPCNC.
- m. Any other areas mutually agreed between the Parties, in writing, from time to time during the Term of this MoA.



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2. ROLES AND RESPONSIBILITIES OF C-DAC:

- 2.1. Assist DTU in setting up of the lab facility to be used for conducting courses.
- 2.2. Propose specific R&D initiatives for joint collaboration.
- 2.3. Assist in designing customized courses.
- 2.4. Subject to availability of NSM funds, provide required funds for running of the HPCNC at DTU.

3. ROLES AND RESPONSIBILITIES OF DTU :

- 3.1. Allocate a facility for setting up of HPCNC.
- 3.2. Depute staff as indicated in signed document by both Parties prior to starting of work
- 3.3. Extend facilities like Security, housekeeping etc. for smooth functioning of HPCNC
- 3.4. The hardware, software and other material provided under this MoA being property of funding agency MeitY/DST, the same to be disposed off on reaching end of life, as per policy of the funding agency.

4. JOINT RESPONSIBILITIES OF C-DAC AND DTU:

The Parties agree to:

- 4.1. work towards achieving goals set for the HPCNC;
- 4.2. Nominate Coordinators as nodal contacts to represent the Parties and promote interface so as to plan, implement, monitor and review the schedules of various activities of HPCNC from time to time;
- 4.3. Set up mutually decided methodology in writing, for day to day functioning of the HPCNC and mechanism to monitor the same
- 4.4. Ensure the safety of the personnel and material whenever placed at either end by the other Party;
- 4.5. Not to use/sell/license/rent technologies/resources/material/solutions or other intellectual property of any description of either Party to/for any third party without prior written mutual consent of the Party which owns it;



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- 4.6. Avoid deceptive, misleading or unethical practices that are or might be detrimental to third party or public at large;
- 4.7. Advertising and distribution of publicity matter subject to the specific prior approval in writing of the other Party;
- 4.8. Inform other Party in writing any material change affecting that particular Party hereunto;
- 4.9. Attend all the complaints received from other Party, promptly and extend help in whatsoever manner to complete the creation of the work, if required;
- 4.10. Respect Intellectual property of each other and obtain prior written consent before use/copy/distribution, etc.
- 4.11. Not to cause or permit anything which may damage/dilute/affect or endanger the Intellectual Property or title of other Party and to the extent reasonably possible to not to assist or allow others to do so;
- 4.12. To notify other Party of suspected infringement of Intellectual Property owned by him;
- 4.13. To strive for high degree of quality, with parsimony of time for accomplishment of developments and projects;
- 4.14. To strive for each Party completing its tasks and responsibilities allocated to each Party herein correctly and in time where work of other Party is dependent upon the timely and correct completion of the tasks and responsibilities of such other Party.

5. FINANCIAL ASPECTS:

No financial commitment from either party is assumed at the time of signing this MoA. However, a formal approval / acceptance of the works or services as defined in purpose / scope of MoA under clause 1 will be accorded through signed documents including but not limited to Statement of Works by both the Parties prior to starting



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/commencement of any work under this MoA. The financial commitments will form a part of such formal approval and acceptance documents duly signed by both parties.

6. CONFIDENTIALITY AND NON-DISCLOSURE:

- 6.1. Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. shall be deemed to be in private domain and it shall not be made public or shared with, or disclosed to, or divulged, or leaked to, any third Party, directly or indirectly in any manner whatsoever and howsoever, without the prior written consent of the party which owns. The material shall be treated as confidential for a minimum period of 5 ("five") years after this MoA comes to an end or as agreed from time to time in writing.
- 6.2. In the event of any of the parties becoming legally compelled to disclose any Confidential Information, if possible and permissible under law, such Party shall give sufficient notice to the Party which owns, so as to enable the Party which owns to seek a timely protective order or any other appropriate relief to prevent, minimize, limit, or restrict the disclosure of such Confidential Information. The other Party shall extend all possible cooperation to the party which owns in its attempts to oppose, prevent, limit, or minimize such disclosure. 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.

7. TRADEMARKS/ TRADE NAME / INTELLECTUAL PROPERTY RIGHTS:

- 7.1. Parties acknowledge that the Intellectual Property Rights, of any form or description including trademarks, tradenames, patent, copyright, trade secret, domain name, or any other intellectual property of any supplies made by that particular Party or Party or on his behalf, shall belong to and exclusively owned by that particular Party.



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- 7.2. Both Parties agree to protect each other's trademarks, copyrights and/or any or all intellectual property rights. They also agree not to tamper with, or in any manner alter the trademark/logos or copyrights / patents of each other and shall not manufacture / produce / sell / distribute any products which infringe on the trademarks, copyrights or the intellectual property rights of each other.
- 7.3. In case it is brought to the notice of any of the Parties, that the other Party has infringed or has been infringing on the rights as set out above, that particular Party shall be at liberty to terminate this MoA without any notice and liability and the other Party shall not be entitled to any compensation for the same; moreover the other Party will be liable to pay claimed damages to that particular Party for such violations / infringement.
- 7.4. Any and all intellectual property created solely in relation to or arising out of this MoA, by any of the parties during the validity of MoA, or prior to the MoA, or after the termination of MoA shall be under the sole and exclusive ownership of that Party. Any and all intellectual property created / developed/ conceived jointly through collaboration between both the Parties under this MoA will be jointly owned by the Parties as decided mutually from time to time in writing.
- 7.5. Where the work is done by using Open source Software or any component thereof, the ownership, distribution etc. of intellectual property in such work will be subject to the terms of applicable Open Source licenses. The Parties agree to use only such open source components that are licensed under Apache License 2.0 and/or MIT license, unless C-DAC provides otherwise in writing. The source code in such a case, if any contribution is made thereto by either Party, shall be exclusively owned by such Party, unless the Parties agree otherwise in writing.
- 7.6. No license under any trademark, patent, copyright, or design, or application for same, which are now or thereafter may be obtained by the party which owns is either granted or implied by the conveying of Confidential Information to the other party. The other Party recognizes and agrees that nothing contained in this MoA will be construed as granting the other Party, by license or otherwise,



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rights to any of Confidential Information or Intellectual Property Rights of the party which owns

8. RELATIONSHIP

The relationship between Parties herein will be that of Principal to Principal and not as Principal and Agent and none of the Parties will therefore be responsible or liable for the acts/omissions/liabilities of the other Party or for any amount due and payable by the other Party to any third party. Nothing in this MoA is intended to or shall be deemed to create an association, trust, joint venture, legal partnership, employer employee, or agency relationship.

9. DISPUTE RESOLUTION AND ARBITRATION:

In case any dispute/claim arises between the Parties with respect to the MoA, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions relating to the legality of the termination of this MoA by one Party hereto (hereinafter referred to as "Dispute"), both Parties hereto shall endeavour to settle such Dispute amicably. If the Parties fail to bring out an amicable settlement within a period of 30 (thirty) days, such Dispute shall be taken up by either party for resolution before AMRCD as per DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 as amended from time to time and the decision of AMRCD on the said dispute shall be binding on both the parties.

If at the time of arising of Dispute, AMRCD is not in existence or these provisions are not applicable to the Dispute, then it shall be referred to the sole arbitrator appointed mutually by C-DAC and DTU. In that case, Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The seat of the arbitration shall be Delhi. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration proceedings shall be English. The cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately



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be borne by the Party as the arbitrator may decide. Courts in Pune only shall have exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and Conciliation Act, 1996.

10. GOVERNING LAW:

This MoA shall be governed by and interpreted in accordance with the laws of India.

11. FORCE MAJEURE:

Neither Party to this MoA shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this MoA resulting from any cause beyond its reasonable control, including but not limited to, strikes, riots, civil commotion, or other concerted actions of workmen, material shortages, Government notification/order, Court orders in *rem*, epidemics, pandemics, fire, floods, expositions, acts of God, acts of State, war, enemy action or terrorist action, etc.

12. INDEMNIFICATION:

12.1. Either Party shall keep the other Party, its officers, directors, employees, representatives, indemnified and harmless from and against any and/or all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding, for any acts and omissions of such Party under or any incidental matter or in any way arising therefrom.

12.2. Parties indemnify each other that all contributions and the work are original and all necessary permissions and releases have been obtained and paid for.

12.3. Parties indemnify each other for any liability incurred to third parties for any use of the Intellectual Property otherwise than in accordance with this MoA

13. ASSIGNMENT AND TRANSFER:

Any and/or all rights, duties and obligations of the Parties under this MoA shall not be transferred or assigned by either Party to any third Party without prior written consent of the other Party.



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14. NON-WAIVER:

The failure or neglect by either of the Parties to enforce any of the terms of this MoA shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

15. SEVERABILITY:

The invalidity or unenforceability of any provision of this MoA shall not affect the validity or enforceability of any other provision of this MoA that shall continue in full force and effect except for any such invalid and unenforceable provision.

16. LIMITATION OF LIABILITY:

In no event will C-DAC or DTU be liable to each other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoA, regardless of the cause of action, even if such Party has been advised of the likelihood of damages if the same is without any means rea and beyond reasonable control. However, notwithstanding anything in this Agreement to the contrary, no limitation of liability will apply to a Party's gross negligence, wilful misconduct, fraud or misrepresentation or for damages arising from death or bodily injury caused by a Party's negligence or wilful conduct, or for any other losses that cannot be excluded or limited by law.

17. MODIFICATION:

No modification to this MoA will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

18. NON-SOLICITATION

Both Parties hereby covenant and agree that during the term of this MoA, both Parties shall not, directly or indirectly, solicit or attempt to solicit any business of each other from any of the Party's Customers, Customer Prospects, or Vendors with whom Parties had Material Contact, during the Term of this MoA and for a period of 2 ("Two") years post-termination or expiration of this MoA.



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19. INTERPRETATION:

- 19.1. All references to Clauses, Subclauses, Schedules, Appendices and Annexures are to Clauses, Subclauses, Schedules, Appendices and Annexures of this MoA.
- 19.2. Words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporations.
- 19.3. References to accounts, records and/or information shall include any means or modes of storage or retrieval of the same, including but not limited to, the computer disk, tape, cassette, microfiche, Internet, intranet and the like.
- 19.4. The Headings in this MoA are inserted for ease of reference only and the headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.
- 19.5. The expressly defined words, terms, acronyms and phrases set out in clauses hereinabove shall prevail over any conflicting interpretation hereof.

20. EFFECTIVE DATE, VALIDITY, Extension, AND TERMINATION:

- 20.1. This MoA shall be effective from the date it is signed by both the Parties and shall be valid for three years or till the end of National Supercomputing Mission, whichever is earlier.
- 20.2. The validity of the MoA may be extended by mutual agreement in writing and signed by both the Parties
- 20.3. This MoA may be terminated by either Party by giving 180 days prior notice in writing to other Party through Registered AD /Speed Post AD.
- 20.4. Upon termination or expiry of the MoA, both Parties shall return software, hardware and any other products provided to each other under this MoA, within a period of 15 ("Fifteen") days of the termination/expiry of this MoA and settle the accounts, if any.
- 20.5. On the expiry or termination of this MoA, each Party shall immediately forthwith cease to use the Intellectual Property and the Confidential Information save as expressly authorized by each other Parties in writing.



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21. SURVIVAL

Any provision that by its nature is intended to survive the termination of this MoA shall survive the termination/expiration of this MoA.

22. ENTIRE MoA:

This MoA sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

23. COMMUNICATION / NOTICE

Any communication or notice or intimation shall be addressed to the following nodal contacts of the respective Parties and sent to the registered address. E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as, but not limited to, financial and performance related documents.

Nominees for Nodal Contact:**From C-DAC:**

Name: Mr. Ashish Kuvelkar

Designation : Scientist G

E-mail ID: ashishk@cdac.in

Contact Number: +91-20-25503420

Office Address: C-DAC's Innovation Park, Panchavati, off Pashan Road, Pune-411008

From DTU:

Name: Prof. Rahul Katarya

Designation: Professor

E-mail ID: rahulkatarya@dtu.ac.in

Contact Number: +91-11-27871018

Office Address: Department of CSE, Delhi Technological University, Main Bawana Road, Delhi-110042,



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Shahbad Daulatpur, Bawana Road,
Delhi-110042

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MOA IN DUPLICATE
CONSTITUTING BOTH COPIES ORIGINAL, ON THE DAY, MONTH AND YEAR MENTIONED
HEREIN BEFORE.

SIGNED, SEALED AND DELIVERED
For and on behalf of Centre for
Development of Advanced Computing

SIGNED, SEALED AND DELIVERED
For and on behalf of
Delhi Technological University

Signature

Name: Col. Asheet Kumar Nath (Retd.)
Executive Director, C-DAC Pune and
Corporate Strategy

Date:

31 July 2024

Seal:

कर्नल ए. के. नाथ (सेवानिवृत्त)
Col. A. K. Nath (Retd.)
कार्यकारी निदेशक, सीडैक, पुणे
Executive Director, C-DAC, Pune

Signature

Name: Prof. Madhusudan Singh,
Registrar,
Delhi Technological University

Date:

Registrar
Delhi Technological University
(Formerly Delhi College of Engineering)
Shahbad Daultapur, Bawana Road,
Delhi-110042

In presence of:

In presence of:

1. Signature

Name: A. P. Kumbhar

Sr. Analyst, C-DAC

Designation:

1. Signature

Name: Prof. Vinod Kumar

HoD (CSE)

Designation

2. Signature

Name:

Designation:

2. Signature

Designation: Professor

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MOA IN DUPLICATE
CONSTITUTING BOTH COPIES ORIGINAL, ON THE DAY, MONTH AND YEAR MENTIONED
HEREIN BEFORE.

SIGNED, SEALED AND DELIVERED
For and on behalf of Centre for
Development of Advanced Computing

Signature

Name: Col. Asheet Kumar Nath (Retd.)
Executive Director, C-DAC Pune and
Corporate Strategy

Date:

31 July 2024

Seal:

कर्नल ए. के. नाथ (सेवानिवृत्त)
Col. A. K. Nath (Retd.)
कार्यकारी निदेशक, सीडैक, पुणे
Executive Director, C-DAC, Pune

In presence of:

1. Signature

Name: A. P. Kumbhar

Designation: Sr. Director, C-DAC

2. Signature

Name: A. RANJAN

Designation: Scientist - F

SIGNED, SEALED AND DELIVERED
For and on behalf of
Delhi Technological University

Signature

Name: Prof. Madhusudan Singh,
Registrar,
Delhi Technological University

Date:

Seal:

Registrar
Delhi Technological University
(Formerly Delhi College of Engineering)
Shahbad Daultpur, Bawana Road,
Delhi-110042

In presence of:

1. Signature

Name: Prof. Vinod Kumar,
HOD (CSE)

Designation

2. Signature

Name: Prof. Rahul Kataria

Designation: Professor