

MEMORANDUM OF UNDERSTANDING

BETWEEN

LEADERS in INDUSTRY-UNIVERSITY COOPERATION

CHONNAM NATIONAL UNIVERSITY

GWANGJU, SOUTH KOREA

AND

UNIVERSITY INDUSTRY INTERACTION CENTER

SHIVAJI UNIVERSITY, KOLHAPUR, INDIA

FOR

COLLABORATION ON ACADEMIC & INDUSTRY INTERACTION PROGRAMMES

The Leaders in Industry-University Cooperation (LINC), Chonnam National University, Gwangju, South Korea (hereinafter referred to as 'LINC'); University Industry Interaction Center, Shivaji University, Kolhapur - 416 004 Maharashtra, India (hereinafter referred to as 'UIIC') and jointly referred to as 'the Parties' or 'the Institutions'.

This MOU sets down the mutually agreed broad framework for collaboration on academic programmes, research partnerships and R&D commercialization through innovation, entrepreneurship and training in various fields of common interest related to bringing Science and Engineering results to society. It incorporates the modalities for collaboration on these and other areas of mutual interest between LINC and UIIC.

1 Preamble

- 1.1 The activities of LINC and UIIC being in several ways complementary, it is felt that initiating a collaborative program would be of considerable mutual benefit for both of the Parties. This collaboration will also help in generating value for society at large that is based on Science & Technology driven by entrepreneurship and through systematic study of related systems and practices.
- 1.2 This MOU is the result of a series of discussions within and between LINC and UIIC to develop dynamic collaboration stimulating to the Parties, and achieve goals mutually beneficial for the Parties.

2 Purpose

LINC and UIIC desire to implement, in their areas of mutual interest, cooperative and collaborative activities which will address bringing to market research outputs generated at the Institutions. This is facilitated by the instrument of this MOU as follows:

Article 1

Consistent with the goals and purposes of the collaboration, LINC and UIIC propose the following areas of activities:

- (a) **Collaborative academic programmes between LINC and UIIC:** The Institutions shall jointly organise academic and research programmes, that will include, but are not limited to, exchange of faculty members for participation in academic programmes, joint guidance of research, organising of joint seminars/conferences in areas of mutual interest, sharing of data and facilities under an appropriate non-disclosure agreement and exchange of students both for academic and cultural pursuits.
- (b) **Exchange of ideas:** In order to germinate innovative ideas amongst the students, the alumni and the faculty of both the Institutions, formal and informal activities may be conducted on a regular basis.
- (c) **Intellectual property commercialization strategy:** Discussions will be initiated between LINC and UIIC on Intellectual Property management, commercialization strategy, and facilitation through intermediaries.
- (d) **Faculty mentors:** Interested Faculty from either University may be available as mentor for students from the other side on technology/business aspects on informal basis.
- (e) **Joint visitors programme:** Visiting faculty and post-doctoral fellows from Institutions of India and abroad can visit both Institutions in coordinated manners and create necessary linkages. The Joint Board of LINC – UIIC will facilitate such activity.
- (f) **Joint publications:** Research papers, patents and technology reports as outcome of such cooperation could be published jointly.

Article 2

Business Matching Programmes

- (a) The Parties cooperate with each other to develop the matching programs between the family companies of LINC and Industries of India of UIIC on Foreign Direct Investment, transfer of technical knowhow, R&D partnership and commercialization, manufacturing, marketing and sales, etc.
- (b) The Parties can support the following matters based on the Parties related company's requests;
 - Authentication service in either party's nation.
 - The required consultation or advice for setting out in either party's nation.
 - The related licensing for setting out in either party's nation.
 - The general issues related with business in either party's nation.

Article 3

The Faculty, Research Scholars, Masters Students and the Alumni of LINC and UIIC may be given access to the facilities of the Institutions, subject to specific rules and regulations of the respective Institutions regarding such access.

Article 4

Intellectual Property

- (a) Intellectual property will mean all patents, copyrights, trade secrets, trademarks, IP protections, geographic indicators and other intellectual property protections. Intellectual property also includes oral or written know-how of relevance to the research activities of the Parties.
- (b) All intellectual property solely conceived and/or developed by UIIC prior to or during the course of validity of this MOU shall be owned by UIIC. All intellectual property solely conceived and/or developed by LINC prior to or during the course of validity of this MOU shall be owned by LINC.
- (c) Intellectual Property conceived and/or developed jointly by the Parties during any activity under this MOU shall be owned jointly by LINC and UIIC. Both Parties shall have the right to use such intellectual property for research and scholarly purposes only. The Parties will be committed to the protection of Intellectual Properties related to MOU each other, where appropriate, and the application of the intellectual properties for commercial or other purposes on mutually acceptable terms shall be negotiated in good faith between the Parties.

Article 5

CONFIDENTIALITY

Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the research activities conducted within the period of implementation of this Memorandum of Understanding or agreements made pursuant to this Memorandum of Understanding. For purposes of this Memorandum of Understanding, "confidential information" means any information hereinafter disclosed by a party (the disclosing party) to the other party (the receiving party) of this Memorandum of Understanding involving technical, business, marketing, policy, know-how, planning project management and other information, data and/or solutions in any form. All information known or received by a party to the other party to this Memorandum of Understanding will be kept as confidential and will not be disclosed to any third person.

3 COST

Any cost raised because of this agreement will be charged to beneficiary with prior approval of the Authorities of both parties.

4 Non-exclusivity of the MOU

Either of the Parties has the unrestricted right to seek additional funding from and/or to cooperate with any other agencies/institutions/Institutions for the activities covered by the MOU.

5 Changes and Modifications

Any articles of the MOU may be modified or changed by mutual agreement of the Parties hereto in writing. The modifications and/or changes shall be effective from the date on which they are modified or extended unless otherwise agreed to.

6 Resolution of Disputes and Review of Activities

- 6.1 All disagreements, differences of opinion, conflicts (including on intellectual property), and/or disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation between the Director of LINC and the Director of UIIC.
- 6.2 The Director of UIIC and the Director of LINC, at their own discretion, shall review the performance of the MOU at regular intervals and communicate to each other any observations they may have.

7. Points of Contact

The following persons shall be responsible for the operation of this MOU:

(a) For **UNIVERSITY INDUSTRY INTERACTION CENTER, SHIVAJI UNIVERSITY, (UIIC):**

Director, Prof. S. S. Kolekar
Phone: + 91-231-2609163 (Office) , +91-9881762426 (mobile)
E-mail: sskolekar@gmail.com; ssk_chem@unishivaji.ac.in

(b) For the **Leaders in Industry-University Cooperation (LINC):**

Director, Prof. Jin Hyeok Kim
Phone: +82-62-530-1709
Email: jinhyeok@jnu.ac.kr

8. Validity and Termination of MOU

- 8.1 The MOU shall come into force immediately on signing by both Sides and shall be valid for a period of five years from the date of signing.
- 8.2 However, either Party can terminate the MOU at any time within the period by informing the other Party in writing with a three-month notice.
- 8.3 Any decision to terminate the MOU shall not in any manner affect the on-going cooperation. Any agreement on IPR protection, non-disclosure of information etc. reached between the Parties in the course of validity of this MOU shall continue to be in force and shall remain binding on the Parties.
- 8.4 Unless otherwise indicated by either Party, the tenure shall be automatically renewed for another five-year period at the end of the initial five-year period.

In witness whereof the undersigned, duly authorized thereto, have signed this MOU.

Done at Kolhapur - 416 004 Maharashtra, India, on the 10th of March 2016.

For
University Industry Interaction Centre
(UIIC)
Shivaji University,
Kolhapur - 416 004 Maharashtra, India

For
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(LINC)
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Dr. V. N. Shinde,
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