



**Memorandum of Understanding
By & Between**



BITS Pilani

And

**Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya
(SCSVMV Deemed University), Enathur, Kanchipuram, Tamilnadu**

To Facilitate Academic Links Including Exchange of faculty, research scholars, and R&D collaborations

THIS MEMORANDUM BETWEEN:

1. BITS Pilani and
2. Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV Deemed University), Enathur, Kanchipuram, Tamilnadu, India ("SCSVMV")

Whereas

1. Preamble
 - 1.1. This Memorandum of Understanding (MOU) is intended to promote co-operation, discussions and positive academic relations between BITS, Pilani and SCSVMV to their mutual benefit.
 - 1.2. Opportunities may be sought for the collaborative R&D projects, exchange of academic staff, research scholars for collaboration on joint research projects or such other activities as mutually agreed from time to time , and also to generate external funding for such mutually agreed activities
 - 1.3. Nothing in this MOU is intended to be legally binding or shall be construed as creating any legally enforceable rights or obligations between the Parties with the exception only of the provisions in clauses 4, 5, 6 and 7 which are legally binding. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof (notwithstanding the four legally binding clauses



referred to above) unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.

1.4. The purpose of this MOU is to enable BITS, Pilani and SCSVMV to pursue the Objectives by undertaking the Tasks, all as set out below.

The Parties agree as follows:

2. Objectives

2.1. Both the institutions agree to cooperate in an effort to expand opportunities for development of research and other academic activities. Such cooperation will include the following activities:

- (i) Student exchange programmes for Academic and research work, cultural and sports activities.
- (ii) Support for curriculum development and offering specially designed programs of study, including Minor degrees
- (iii) Up-skilling faculty through various initiatives including training programmes, enrolling for various courses and degrees in online and offline modes, helping them develop their skills and knowledge in teaching and research.
- (iv) Exchange of faculty and research scholars
- (v) Collaborative research
- (vi) Exchange of academic information and publications (including research reports, teaching materials, etc.)
- (vii) Coordination of such activities as joint research, lecture, symposia
- (viii) Support for innovation and entrepreneurial ventures including startup incubation through financial advisory, identifying funding opportunities, mentoring, and expert advisory to create innovative products and services.
- (ix) Other exchange activities to which both institutions identify and agree in writing

3. Tasks for each Party

3.1. Each Party Agrees to:



A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line.



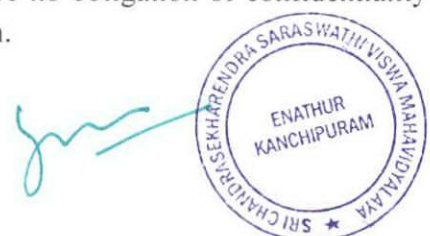
- 3.1.1. maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MOU;
- 3.1.2. review of this MOU falls on every fifth year, providing the other party with relevant information and statistics in relation to the objectives, and by mutual agreement in writing, introduce any amendments as may be agreed, and
- 3.1.3. nominate a faculty member/a member of staff to be responsible for overseeing the implementation of this MOU.

4. Costs

1. The Parties agree that each shall bear its own costs in connection with, or for any work under, this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall (unless otherwise agreed) meet the travel, accommodation and subsistence costs of their own staff involved in visits to the other Party associated with this MOU. The host institution will make every effort to support exchange students, such as by making arrangements for accommodations.)
2. Activities under this MOU will be finalized on yearly basis depending upon resources available for a particular year or generated for the specific purpose following approved/ acceptable norms as applicable to either of parties.

5. Confidentiality

- 5.1. The both sides shall maintain confidential as a confidential information of the other party, the information which is announced explicitly as confidential upon its disclosure, among the information disclosed by the other party in any duties under this memorandum, and shall not, without the prior written permission of the other Party, disclose to any other institution or organization or other third party any confidential information it acquires from the other Party in connection with this MOU, unless such information:
 - 5.1.1. is already in, or subsequently enters, the public domain (other than as a result of its disclosure by the receiving Party in breach of this clause 5), or
 - 5.1.2. is required to be disclosed by law or any legal or regulatory authority, or
 - 5.1.3. is already known to the receiving Party before the acquisition from the other Party (without being subject to any obligations of confidentiality to the other Party), or
 - 5.1.4. is obtained from a third party in circumstances where no obligation of confidentiality is owed to the other Party in respect of such information.



5.2. The obligations of the Parties under this clause 5 shall continue for five years following the expiry or termination of this MOU.

6. Intellectual Property

6.1. Any intellectual property rights owned by a Party before the Commencement Date (as defined in clause 9) and during the term of this MOU will remain the property of that Party. Nothing contained in this MOU will affect the absolute ownership rights of either Party in such Party's intellectual property rights. For the avoidance of doubt, no licenses are granted under this MOU.

6.2. In the event that either Party wishes to use the name and/or logo of the other Party for any purposes, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the written consent of the other Party in advance of such use and (if such consent is given, at the discretion of the other Party) shall comply strictly with all of the other Party's directions from time to time as to the manner of such use.

6.3. Neither of the Parties shall publish any marketing material relating to this MOU without the prior written consent of the other Party, and the Parties agree that the wording for any such marketing materials shall be agreed jointly between the Parties prior to its use.

6.4. In case of generation of Intellectual property (Patents) during execution of the Joint Research Project under this agreement (if any), the ownership of the said Patents will be shared jointly. The sharing of royalty will be based on actual contribution of the parties, which will be decided mutually as per actual work done by the parties. The cost of filing/maintenance of such IP will be borne equally by the parties.

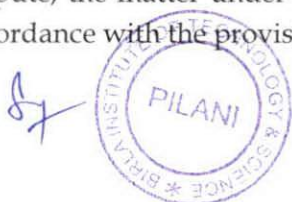
7. General

7.1. No person who is not party to this MOU shall have any right to enforce any terms of this MOU.

7.2. The Parties agree to use all reasonable endeavours to settle any disputes through negotiation by the respective senior management of each Party.

7.3. If Parties fail to mutually resolve such dispute(s), these will be resolved as per laws of respective countries and will be within the jurisdiction of courts of country where the dispute arose.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments



thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at SAS Nagar. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

8. The Understanding

- 8.1. Proposals under this Agreement will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at BITS, Pilani will be Registrar and for SCSVMV shall be the Pro-Vice Chancellor, or any other faculty member nominated by the Vice-Chancellor.
- 8.2. The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this Agreement and signed by both Parties and exchanged prior to commencement.

9. Commencement and Duration

- 9.1. This MOU commences on the date of signature by the appropriate officer of both Parties ("Date of Commencement"). Either Party may withdraw from this MOU or cease to pursue the Objectives at any time during the term of this MOU. In such circumstances of withdrawal, cessation or the expiry of this MOU, this shall be without prejudice to clauses 4, 5, 6 and 7.
- 9.2. Subject to clause 9.1, this MOU shall be in effect for five years from the Date of Commencement. This period may be extended by written consent of both Parties.

SIGNED AND EXECUTED WITH STAMP ON THIS 29th DAY OF January, 2025

For and on behalf of
BITS, Pilani

Name: **COL S CHAKRABORTY (RETD)**
Position: **REGISTRAR**
Dated: **Birla Institute of Technology & Science
PILANI (Rajasthan)**



For and on behalf of
Sri Chandrasekharendra Saraswathi Viswa
Mahavidyalaya
(SCSVMV Deemed University), Enathur,
Kanchipuram, Tamilnadu, India

Name: Prof.
Position: **REGISTRAR I/c**
Dated: **S.C.S.V.M.V.
ENATHUR, KANCHIPURAM**



APPENDIX TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN

BITS Pilani

AND

**Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya
(SCSVMV Deemed University), Enathur, Kanchipuram, Tamilnadu**

This is an Appendix to the Memorandum of Understanding between Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV Deemed University), Enathur, Kanchipuram, Tamilnadu and BITS, Pilani regarding student exchange.

The Memorandum of Understanding together with this signed Appendix shall constitute the exchange agreement.

1. Both institutions will exchange graduate students. Students admitted to the host institution (hereinafter referred to as "exchange students") shall be treated as the visiting students.
3. The maximum number of exchange students to be accepted based on the above agreement each year will be up to TEN.
4. Registration at the host institution shall be for a period of between six months and one year.
5. The home university may recognize credits obtained by exchange students at the host institution.
6. The host institution will waive application, admission and tuition fees for exchange students.
7. The home institution will select and recommend eligible students for this program.
8. Exchange students must have a reasonable command of English and/or the language spoken in the country where the host institution is located.
9. The host institution will offer an academic program to exchange students appropriate to their academic ability.
10. The home institution will recommend exchange students and submit the required documents for consideration at the host institution. The host institution will notify the home institution of successful candidates.



11. Exchange students shall be responsible for securing accommodation, meals, textbooks, clothing, medical insurance, health services, and other personal expenses including all debts incurred during their stay.
12. The host institution will make every effort to support exchange students, such as by making arrangements for accommodations.
13. This Appendix will come into effect upon signing by representatives of both institutions and will remain in effect until the date of expiration of the Memorandum of Understanding.
14. Both institutions will make and keep copies of this Appendix in English duly signed by both the parties, of which both shall serve as original.

Date:

Date: 29.01.2025

For and on behalf of
BITS Pilani

For and on behalf of
Sri Chandrasekharendra Saraswathi Viswa
Mahavidyalaya
(SCSVMV Deemed University), Enathur,
Kanchipuram, Tamilnadu

Name: **COL S CHAKRABORTY (RETD)**
Position: **REGISTRAR**
Stamp Birla Institute of Technology & Science
PILANI (Rajasthan)

Name: Prof.
Position: **REGISTRAR I/c**
S.C.S.V.M.V.
Stamp **ENATHUR, KANCHIPURAM**

