



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BHARAT ELECTRONICS LTD**

**and**

**INDIAN INSTITUTE OF TECHNOLOGY MANDI**

**For**

**Cooperation in Research  
and Technology/Product Development**

**APRIL 2024**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) entered into this...<sup>12<sup>th</sup></sup> day  
of...April, 2024...

**Bharat Electronics Limited**, a company incorporated and existing under laws of India and having its registered office at Outer Ring Road, Nagavara, Bengaluru – 560045 (hereinafter referred to as “**BEL**” which expression shall, wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, successors and permitted assigns) of the ONE PART;

**AND**

**Indian Institute of Technology Mandi**, established by the Ministry of Education and having its office at Kamand, Mandi, Himachal Pradesh - 175075, India (hereinafter referred to as “**IIT Mandi**”, which expression shall unless repugnant to the context, be deemed to include its successors in interest and permitted assigns) of the second part

**In this MoU, BEL and IIT Mandi are individually referred to as a “Party” and collectively as the “Parties”**

### PREAMBLE

WHEREAS:

- A. BEL is the premier electronics company engaged inter alia in the development and manufacture of professional-grade electronic equipment, systems, components and is self-reliant in the areas of design and manufacture of equipment for Communications, Electro-Optics products, EW Systems, Turnkey Solutions, Satcom Systems, Telecommunications and Networking systems, Solar Photovoltaic Products, Strategic Electronic Components and Civilian Products and has established an excellent manufacturing infrastructure coupled with R&D eco-system which makes BEL one among the leaders in new product development. BEL is also a preferred system manufacturer and integrator for numerous defence programs in India and providing commendable life time support to defence products / systems. BEL is working in the fields of IOT, Cloud computing, Big data analytics, Network Management System, Artificial Intelligence, Smart cities, Mission Critical Communication, large networks solution, Telecom and switching projects, unmanned systems, Quantum technologies etc and has deployed many of these technologies.



- B. IIT Mandi is a premier centre for teaching, research and industrial consultancy in the country. In addition to various academic departments, the Institute has a few advanced research centres in various disciplines of engineering and pure sciences.

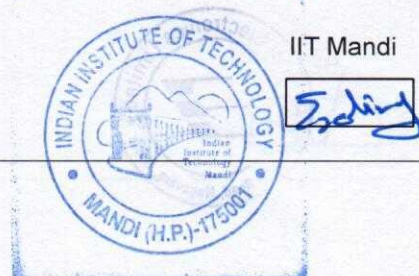
IIT Mandi is among the foremost of the institutes of national and international importance in higher technological education and in basic and applied research. Since its establishment, the Institute has played a vital role in providing technical manpower and know-how to the country and in pursuit of research. The Institute ranks amongst the best technological institutions in the world and has contributed to all sectors of technological development. It has also been considered a trendsetter in the area of education and research in the field of science, technology, social sciences and engineering. IIT Mandi offers Bachelor's, Master's and Doctoral Programmes in various disciplines of Engineering, Sciences and Social Sciences. The Institute is an autonomous body established under the Ministry of Education, Govt. of India.

WHEREAS, both the Parties while foreseeing the benefits emerging from Industry-Academia synergisation have agreed to work together in identified areas of mutual interests in Defence/ non-defence and other Strategic sectors.

Therefore, this MoU sets forth the mutual understanding of the Parties to work together over the term of this MoU and lays down the guiding principles for the intended co-operation.

## 1.0 OBJECTIVE OF THE MoU

- 1.1 The primary intent of this MoU is to conduct Research and Development in the field of Semiconductors, Drone technologies, Quantum technologies and other domain areas of mutual interest by collaborative efforts of both the Parties and mutual exchange of knowledge and expertise to evolve products and solutions capable of commercial application for use in Defence/non-defence, and other Strategic sectors.
- 1.2 The MoU is intended to tap the research potential of Academia and combining the same with commercial and engineering expertise of BEL so that innovative solutions can be evolved and offered to meet the challenges being faced by Defence/non-defence, and other Strategic sectors.
- 1.3 This MoU is intended to provide a basic framework for initiating interaction between IIT Mandi and BEL and promote academic co-operation, enhance scientific understanding



of technologies related to defence/non-defence and undertake research in mutually beneficial areas.

- 1.4 With the above objective, the parties desire to jointly work for undertaking focused studies for resolving an identified technical issue or alleviating a technical problem in the areas of collaboration undertaken pursuant to this MoU.

## 2.0 SCOPE OF MoU

- 2.1 Cooperation and promotion of research and development in areas of mutual Interest including but not limited to Semiconductors, Drone technologies, Quantum technologies.
- 2.2 Formulation and participation in joint research programs based on customer/ market requirements.
- 2.3 Visits by engineers and researchers of BEL and concerned organizations of BEL to IIT Mandi for initiating and undertaking joint projects on mutually agreed terms and conditions.
- 2.4 Visits by authorized faculty, students and researchers of IIT Mandi to establishments/ units/ BEL for initiating and undertaking joint projects on mutually agreed terms.
- 2.5 Distribution and dissemination of information, knowledge and materials through the courses as permitted by IIT Mandi and agreed upon by BEL.
- 2.6 Participation in joint events and exhibitions where applicable and approved by BEL
- 2.7 This MoU being a broad base of operational methodology, research projects could be brought under its purview with specifically drawn up agreements on case-to-case basis in writing and signed between BEL and IIT Mandi.
- 2.8 Wherever research project/ (s) are undertaken in mutually agreed domain areas/(s), IIT Mandi and BEL will enter into a separate definitive agreement wherein aspects pertaining to Transfer of Technology, initial research input prototype development and consultancy on mutually agreed terms and conditions will be incorporated. The Parties will identify the areas of mutual interest and work together in those identified areas. Formation of any binding relationship is contingent upon execution of such definitive agreement.



### 3.0 CONFIDENTIALITY AND NON-DISCLOSURE/PROPRIETARY INFORMATION

- 3.1 CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to either of the Parties, disclosed by the disclosing Party under this MoU or any subsequent agreement, whether in writing, verbal (which shall be subsequently reduced into writing within thirty (30) days of such verbal disclosure) or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing Party or specifically agreed to be kept confidential by the Parties, or declared or identified so by the disclosing Party before such disclosure or during the discussions.
- 3.2 BEL & IIT Mandi shall keep strictly confidential any or all confidential information, as explained above, supplied by or acquired from the other Party for a period of 5 (five) years from the date of disclosure under this MoU. Such confidential information shall not be disclosed to any third party for any purpose whatsoever unless expressly permitted in writing by the other Party except where it is indispensably required to do so to redress any business opportunity or to fulfil the requirements of end customer. Notwithstanding the expiration of term of this MoU or its termination prior to completion of its term, the confidentiality protection period mentioned hereinbefore shall remain unaffected.
- 3.3 Confidential Information of a Party shall not include any information, which the receiving Party can prove:
- to have come into the public domain prior to or after the disclosure thereof through no wrongful act of the receiving Party: or
  - is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party: or
  - has been lawfully received from a third party without restrictions or breach of this agreement or
  - has been or is published without violation of this MoU; or
  - is approved for release or use by written authorization of the disclosing Party; or
  - is required by law or by any regulation, rule or any government body or its equivalent or required by the order of a Court of competent jurisdiction,



administrative agency or any other government to be disclosed, provided however, that to the extent possible, each Party shall give the other Party prior written notice of such disclosure and reasonably cooperates and assists the other Party in its efforts to oppose or mitigate such disclosure.

- 3.4 The confidentiality obligation of this clause shall also apply and extend to all employees of the Parties and to all other persons who may be involved in this co-operation regardless of the kind and legal basis for their activity.
- 3.5 Any and all drawings, specifications and technical materials of a confidential nature, which may be submitted to either of the Parties by the other Party, are the property of the disclosing Party and unless otherwise provided in the definitive agreement, all such drawings, specifications and technical materials shall be returned to the extent possible at the termination of this MoU on a written request by the disclosing Party. Notwithstanding the foregoing, Party may retain a copy solely for the research/educational purpose.

#### 4.0 ASSIGNMENT AND TRANSFER

- 4.0 No Party to this MoU will have any rights or obligations arising from or in relation to this MoU in excess of those rights and obligations expressly declared herein.
- 4.1 No Party to this MoU is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this MoU to any third Party, without the prior written agreement of the other Party to this MoU.

#### 5.0 AMENDMENTS

This MoU may be amended in writing specifically made for this purpose, which shall be mutually agreed upon and which shall be duly signed by authorized representatives of BEL and IIT Mandi.

#### 6.0 VALIDITY OF THE MoU

This MoU is effective from the date first above written (Effective Date) and will remain in force for a period of two (2) years from the Effective Date. The MoU may be extended



for further period by mutual written consent. The MoU may be terminated by the Parties by giving ninety (90) days written notice to the other Party of its intent to terminate the MoU.

Either Party has the Option of terminating the Agreement without any notice if any legal proceedings/ investigations are initiated against the other party in India by any Government Agency.

## 7.0 MISCELLANEOUS

7.1 Each of the Parties shall be at liberty to enter into similar relationship/(s) with other Universities, Institutions of Higher Learning and other entities engaged in industry or academia.

7.2 No Party shall have authority to bind or to contract in the name of or create a liability against the other Party in any way for any purpose. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. None of the Parties shall present itself as the representative or agent of the other Parties, nor shall it have the power of the authority to commit the other Party, unless it receives the other Party's prior written consent.

7.3 Press Release / Public announcements: Parties shall take prior written consent and provide drafts for any kind of press release, public announcements or any other notifications with respect to this MoU, for each other's approval under the provisions of law.

7.4 Neither Party shall be liable to each other in contract, tort or otherwise, for any indirect, special, consequential, loss of profits or revenue, exemplary or incidental damages, costs or expenses, arising under or in connection with this MoU.

## 8.0 ADDRESSES OF THE PARTIES AND COMMUNICATION

Any and all notices hereunder shall be served by any party to the other i) by registered mail, return receipt requested to the addresses herein below stated, or ii) by e-mail herein below stated which shall be followed by a hard copy delivery through registered post:

### For IIT Mandi:

Assistant Registrar (SRIC&IR)  
IIT Mandi, 4<sup>th</sup> Floor, A9 Building,



### For Bharat Electronics Limited:

General Manager (Technology Planning)  
Bharat Electronics Ltd,



North Kamand Campus, Kamand,  
Mandi, Himachal Pradesh, INDIA-175075

Corporate Office, Outer Ring Road,  
Nagavara, Bengaluru-560045  
Karnataka.

Email: [arsric@iitmandi.ac.in](mailto:arsric@iitmandi.ac.in)

Email: [cotp@bel.co.in](mailto:cotp@bel.co.in)

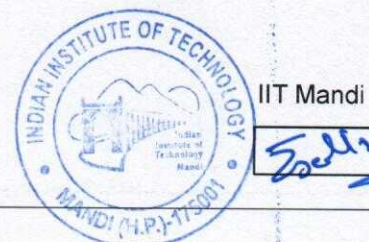
## 9.0 RESOLUTION OF DISPUTES

In case of any dispute or differences, whatsoever, arising between the Parties out of or relating to scope, operation or other parts of this MoU or interpretation of contents of this MoU or its implementation thereof, the Parties shall settle the same through mutual discussion. If, however, the Parties are not able to resolve their disputes / differences amicably as aforesaid, the said dispute/ differences shall be referred to and resolved bilaterally by Director, IIT Mandi and Chairperson & Managing Director, BEL, which shall be final and binding on both Parties.

## 10.0 PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS


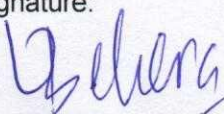
10.1 The ownership sharing of the Intellectual Property Rights will be discussed prior to execution of a definitive agreement for each individual project and the mutually agreed upon terms and conditions will be incorporated in the definitive agreement.

10.2 Similarly, the publication or otherwise depends upon the sensitiveness of the project. Where the project is having critical overtones for the defence of the country and similar other situations, both the parties may in consultation take a call upon publication or otherwise. The definitive agreement for each individual project shall cover all aspects of publication and the conditions thereof.

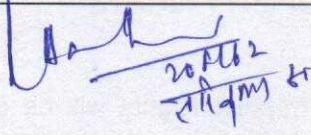
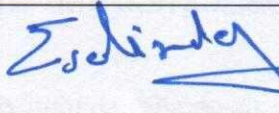




This MoU is signed in duplicate, being authentic, and comes into effect from the date of signing by all Parties which shall be its Effective Date.

For and on behalf of: <b>BHARAT ELECTRONICS LIMITED</b>	For and on behalf of: <b>IIT MANDI</b>
Signature: 	Signature: 
Name: <b>MANOJ JAIN</b>	Name: <b>Prof. Laxmidhar Behera</b>
Title: <b>DIRECTOR (R&amp;D)</b>	Title: <b>Director, IIT Mandi</b>
Date: <b>12/04/2024</b>	Date: <b>12/4/24</b> Director IIT Mandi (H.P.) Pin-175005



In Presence of	In Presence of
Signature: 	Signature:  12-4-2024
Name: <b>HARIKUMAR R</b>	Name: <b>Prof. Satinder Kumar Sharma</b>
Title: <b>GM - TP / CO</b>	Title: <b>Professor</b>
Date: <b>12 APRIL 2024</b>	Date: <b>12-4-2024</b>

