

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY (MANDI)



AND

HEADQUARTERS MAINTENANCE COMMAND, IAF (NAGPUR)



Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India

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To collaborate with Indian Institute of Technology Mandi (IITMANDI) and Headquarters Maintenance Command, IAF Nagpur, this Memorandum of Understanding (herein referred to as MoU) is signed on 05 Mar 24 at Nagpur.

Between

HQ Maintenance Command, IAF and units under Maintenance Command is represented by *DySMSO, Head Quarters Maintenance Command, Nagpur* (herein after called "HQ MC IAF" which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrator and assigns) of the first part.

And

Indian Institute of Technology Mandi (IITMANDI) Mandi, represented by Director, IITMandi (herein after called "IITMANDI") which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrator and assigns) of the second part.

1. **Purpose of MoU.** The objectives of the MoU include: -
 - (a) Co-operation, collaboration and promotion of research and development in the areas of AI, Machine Learning, Decision Support Systems and solution to complex technological problem(s) in these related areas.
 - (b) Identifying Indian Air Force (IAF) problems whose solutions require R & D in areas of AI, Machine Learning, Decision Support Systems and in associated disciplines/domains.
 - (c) Assisting IAF in identification of suitable Industry partners for development in areas of AI, Machine Learning, Decision Support System and solution to complex technological problems and in associated disciplines/domains.
 - (d) Taking up any other activity or activities of mutual interest.

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(e) For any specific project, a separate agreement will be discussed and agreed upon by both parties.

2. **Scope and Responsibility.** The responsibility of HQ MC IAF and IIT Mandi is as follows: -

(a) **HQ MC IAF**

(i) Visits by officers of Maintenance Command (MC) to IIT Mandi for discussing technological challenges relevance to MC with IIT Mandi faculty and for initiating joint projects on mutually agreed terms.

(ii) Joint monitoring of the progress and handholding with the industry throughout the project and prototype fabrication process.

(iii) Prepare R&D plans jointly with IIT, Mandi, as outlined under the purpose of MoU clause.


(iv) IAF would regularly project needs of AI, Machine Learning, Decision Support System and associated disciplines/domains for plausible joint research and D&D by IIT Mandi and its associated entities.

(v) Assign one officer as Coordinator who will act as the SPOC for interaction with IIT, Mandi.

(b) **IIT Mandi**

(i) Consultancy services and support from IIT Mandi towards purpose mentioned in Para 1 above.

(ii) Visits by authorized professors of IIT Mandi to concerned Depots/field units for initiating joint projects on mutually agreed terms.


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(iii) To provide domain expertise to IAF and crystalize problem statements in the area of AI, Machine Learning, Decision Support System and associated disciplines/domains.

(iv) Sharing of details regarding Research and Development, Science & Technology and Technology Demonstration projects undertaken by IIT Mandi and associated agencies/ institutions/ entities for their possible applications in IAF.

(v) Assign a suitable Faculty member/ Staff member as a Single Point of Contact (SPOC) for interaction with IAF.

3. **Duration and Termination.** Either party may, on giving six months' notice in writing, propose to foreclose this MoU or negotiate its conditions. In such cases, the team that has commenced projects under this MoU should be allowed to complete the work adhering to the applicable conditions.

4. **Confidentiality.** Each party agrees and undertakes that the term of this MoU and thereafter, it will treat all information and subjects *confidential* and will not use for its own purpose without the prior written consent of the other party. Also both party abide not to disclose projects to any third party or any information of a confidential nature which may become known to that party from the other party unless the information is public knowledge or already known to that party at the time of disclosure or is required by law to be disclosed. If any personnel come in possession or knowledge of information which is confidential in nature the same shall not be disclosed. The clauses in this regard is elaborated in paragraph below: -

(a) **Data Protection Clause.** The parties shall not, at any time, during or after the term of this agreement, divulge or allow to be divulged, to any person/entity, any confidential information or any data of the parties unless the said information/data comes into the public domain. Notwithstanding anything in this clause, no party shall be precluded from disclosing any information/data to the extent required in compliance with law.

(b) **Non-Disclosure Clause.** The parties hereby agree that they shall hold in confidence and hereby agrees that they shall not disclose any information/data except under the terms of Agreement/or under provisions governed by this Memorandum to any person or entity except as both parties may approve in writing. Parties undertakes to use at least the same degree of care in safeguarding the confidential information/data as they would use in safeguarding their own confidential information, and shall take all steps necessary to protect the confidential information from unauthorized or inadvertent disclosure.

5. **Intellectual Property Rights (IPR).** Any Intellectual Property Right semerging from the R&D pursued programmed shall be owned by both parties in order to enable HQ MC utilize the IPR in the form of a product for a specific purpose, the IPR shall be licensed to HQ MC against the identified terms and conditions which will be mutually agreed upon. IIT Mandi and HQ MC shall also have right to jointly license the IPR to an industry/entity which would supply the product against the mutually agreed commercial terms to HQ MC for the identified uses. The terms and conditions of IPR licensing to HQ MC would be decided on case to case basis.

6. **Force Majeure.** Force majeure is an event for which both parties cannot be held accountable. For events to constitute force majeure, they must be unforeseeable, external to both parties, and unavoidable. Neither party shall bear responsibility for complete or partial non-performance of any of its obligations.

7 **Governing Law and jurisdiction.** The memorandum shall be governed, interpreted and constructed in accordance with the spirit of this MoU.

8. **Dispute Settlement.** Any dispute rising in the MoU will be resolved amicably through mutual discussion between the Advisory/Governing Committee of both the organizations. The resolution of dispute shall be unanimous decision of the committee. In case, the dispute remains unresolved after consideration by the

committee, it shall be referred to the SMSO/ AOES and chairman IIT Mandi whose decision will be final and binding on all concerned.

9. **Amendments.** Save as expressly provided in this MoU, no amendment or variation of this MoU shall be effective unless in writing and signed by a duly authorized representative of each of the parties.

10. **Communication.** Single point of contact (SPOC)/Coordinators will be detailed by both parties. The Coordinators, thus appointed, shall periodically review and identify ways to strengthen co-operation between the two organizations.

11. **Review and Evaluation.** IIT Mandi and HQ MC will jointly hold a meeting to review the following once in every year/six months and more often if requisitioned by either party:-

- (a) Progress of the projects and review of MoU.
- (b) Administrative and financial issues.
- (c) Any other issues.

12. **Financial Implications.** This MoU is without any Financial obligation from any party and any task involving financial implication would be separately signed / contracted.

13. **Effective Date and Duration of MoU.** This MoU will be effective when signed by aforesaid two parties and shall remain in effect for a period of five years or till its termination, whichever is earlier. The period can be extended further by mutual agreement.

14. **Execution.** To be executed by members of both parties as mentioned below:-

- (a) **Members from HQ MC.** Following are the Advisory/ Governing Committee members from HQ MC: -



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- (i) Dy Senior Maintenance Staff Officer, HQ MC
- (ii) Command Engineering Officer (AC), HQ MC
- (iii) Command Engineering Officer (Systems), HQ MC
- (iv) Command Engineering Officer (Coord), HQ MC
- (v) As specifically detailed by HQ MC based on the type of project.

(b) **Members from IITMandi.** Following are the Advisory/ Governing members from IITMandi:-


- (i) Director, IIT Mandi
- (ii) Dean SRIC, IIT Mandi
- (iii) Strategic Advisor, IIT Mandi
- (iii) Nominated Faculty Member(s)

15. **Documentation.** This MoU has been executed in two originals one of these has been retained each by HQ MC, IAF and IIT Mandi as these can be important in case of dispute or misunderstanding.

16. **Signature and witnessing**

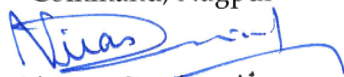
IN WITNESS WHERE OF both the parties here to have hereunto set their hands the date and year above mentioned.

For and on behalf
Indian Institute of Technology
Mandi


(Prof. Syed Abbas)
Head of the Institute
IITMandi, Kamand, HP-175075

Dean SRIC
IIT Mandi
Kamand - 175005.
H.P., India

For and on behalf
Headquarters Maintenance
Command, Nagpur


(Vikas Dwivedi)
Air Vice Marshal
Deputy SMSO
Headquarters Maintenance
Command, Nagpur-440007

Witness: IIT Mandi

1. (Dr. Arnav Bhavsar)

Department of Computing and Electrical Engg.

IITMandi, Kamand, HP-175075

(signature)

(Arnav Bhavsar)

2. (Dr. Padmanabhan Rajan)

Department of Computing and Electrical Engg.

IITMandi, Kamand, HP-175075

(signature)

(Padmanabhan Rajan)

Witness : HQ MC, IAF

1. (SRA Kiran Kumar)

Gp Capt

C Eng O (Co-ord)

HQ MC, IAF

2. (NN Kishor Sagar)

Gp Capt

C Indg O

HQ MC, IAF