

MoU Signing Ceremony

Between



BKIC
Biju Kishore Institute of
Chemical Technology
Korapalli, Odisha

&



Bhubaneswar
University

For Academic, Research, Incubation and Entrepreneurship Cooperation

Extramural Lecture

Topic: Translating Science to Enterprise- Building the Path

Guest Person: Prof. Gopal Das, Vice-Chancellor
Bhubaneswar University

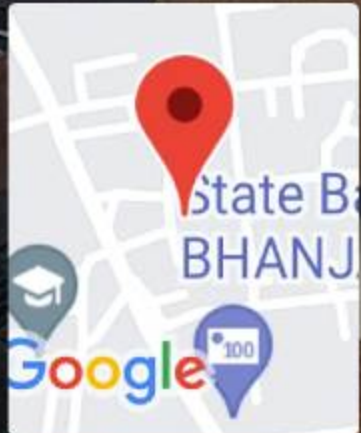
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GPS Map Camera



Korapalli, Odisha, India
7VXH+RXC, Korapalli, Odisha 760007, India
Lat 19.299401°
Long 84.879832°
28/12/22 04:25 PM GMT +05:30

Memorandum of Understanding

Between



BCKIC
Bhubaneswar City
Knowledge Innovation
Cluster Foundation

**Bhubaneswar City Knowledge Innovation Cluster (BCKIC)
Foundation, Bhubaneswar, Odisha**

&



**Berhampur University (BU), Bhanja Bihar
Berhampur-760007, Odisha**

Date: 28th December, 2022

Place: Bhanja Bihar, Berhampur



BCKIC
Bhubaneswar City
Knowledge Innovation
Cluster Foundation



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Bhubaneswar City Knowledge Innovation Cluster (BCKIC)
AND
Berhampur University (BU), Bhanja Bihar, Berhampur

This MEMORANDUM OF UNDERSTANDING is made on this 28th day of December 2022 between Bhubaneswar City Knowledge Innovation Cluster Foundation, campus-11, KIIT, Bhubaneswar-751024, Odisha, India (hereinafter referred to as BCKIC as the 1st PART) AND Berhampur University, PO-Bhanja Bihar-760007, Berhampur, Dist- Ganjam (hereinafter referred to as Berhampur University as the 2nd PART).

Brief Description of the stake holders

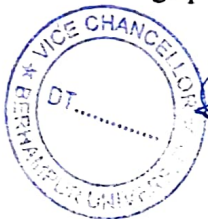
BCKIC, Bhubaneswar:

BCKIC Foundation is an initiative by the Office of the Principal Scientific Advisor to the Government of India, set up under the direction of the PM-STIAC to seamlessly connect research institutions, academia, industry and corporate towards creation of a Hub & Spoke Model, actively facilitating innovation and knowledge creation. The key objectives of BCKIC are as follows:

- Harnessing the knowledge and expertise available in partnering academic, R&D institutions and industries
- To stimulate Manufacturing and Commercialization of research discoveries
- Channelizing Innovation for Social Impact
- Promoting Capacity Building through exposure visits and workshops
- To engage in industry oriented applied research to help industries stay competitive and sustainable
- Creating Innovation Pipeline and Pathways for Entrepreneurs at Institute Level
- Start-ups Enabling Institutional Infrastructure through PPP
- To promote Atmanirbhar Bharat: Nurturing Local Manufacturing

Berhampur University, Bhanja Bihar:

Berhampur University , Bhanja Bihar has been established in 2nd January 1967 a public funded State University and functioning under the aegis of the Department of Higher Education, Govt. of Odisha. Berhampur University seeks to take long strides in harnessing the outcome of teaching and research in various fields by way of ensuring inclusive growth, and to prove itself to be a Center of Excellence in higher education. It further envisions taking up the social responsibility towards the total uplift of the society at large by providing



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consonance with the motto of the University, i.e. "Tamaso Ma Jyotirgamaya" which means "Lead me from darkness unto light".

The Mission of the University is to-

- Promote inclusive growth to cater to the educational need of all sections of the society while striving for excellence.
- Achieve innovation in teaching, learning and research to realize goals of higher education.
- Empower students with relevant knowledge, competence and creativity to face the challenges of life.
- Create modern teaching-learning ambience to impart quality education.
- Generate awareness of human rights, values systems, culture, heritage, scientific temper and environment.
- Preserve and promote cultural heritage of the region through research and documentation.
- Inculcate ethical values and academic rigor amongst the students enabling them to contribute to the holistic development of the society.

REPRESENTATIVES

- Vice-Chancellor, Berhampur University, Bhanja Bihar and Chairman – BCKIC, Bhubaneswar shall form the leadership team for fulfilment of objectives outlines in this MOU.
- To administer the implementation of this MOU, each organization should designate one principal coordinator for continuous implementation of the objectives.
- The designated representatives may hold meetings when necessary to discuss matters related to collaborations under this MOU.
- The designated representative for Berhampur University is Prof. Sukant Kumar Tripathy, Director, Research & Development Cell. The designated representative for BCKIC is Dr Prashant Kumar Singh, Chief Executive Officer, BCKIC.
- In addition, Principal Investigators (PIs) may be designated as additional representatives for running specific multi-institutional science and technology proposals where Berhampur University acts as principal implementation organization.

PREAMBLE

To strengthen the science and technology ecosystem, BCKIC and Berhampur University shall bring their expertise together to augment and strengthen the knowledge and innovation space with translational impact. BCKIC shall work extensively in area of problem identification with its connect with academia, industry, government and startups whereas Berhampur University's institutional expertise shall provide strong foundation to bring solutions. Also, BCKIC shall work on integrating existing/upcoming innovations at Berhampur University with different stakeholders for translational impact.



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SCOPE OF CO-OPERATION

This MOU sets forth the intentions of the Parties under the following broad guiding principles:

1. Creating a shared Science & Technology (S&T) eco-system by increasing interactions of the faculty and students of member institutes of the BCKIC with each other as well as with external stakeholders such as industry, philanthropic organizations and the general public, with the Berhampur University, Bhanja Bihar becoming a formal member of the S&T cluster post signing of this MOU. This will target identifying the areas of potential collaborations and cooperation, without creating any legally binding commitments.
2. When the member institutes (research institutions, academin, industry and corporate) of the S&T cluster need to undertake specific joint projects to increase the cluster's regional influence and to build national and global competitiveness with legally binding obligations, they will develop separate written agreements for such projects, setting out each other's contributions, deliverables, and budgets.

PURPOSE OF THE MOU

IN PURSUANCE OF THE ABOVE SAID CONCERN, BCKIC and BERHAMPUR UNIVERSITY, BHANJA BIHAR shall work together for mutual benefits as well as for the up gradation of scientific, technological and innovation infrastructure by undertaking the following in joint collaboration:

SHARED S&T ECO-SYSTEM

1. Organize industry-academia collaborative workshops / Seminars / Conferences / showcasing and network meets, design competitions, etc. open to all students and faculty of all members of the S&T cluster to identify topics of collaborative research, especially in applied science areas with a focus on developing commercial products/technologies.
2. Promote and provide training on science-based entrepreneurship through workshops / seminars / fellowship programs. Further BCKIC and Berhampur University shall initiate training programmes/short-term courses/workshops on the specific areas to generate trained human resources for the local industries.
3. Spread awareness about science and technology in the general public by deploying outreach programs, citizen science projects and through its own social media channels and by participating in collaborative efforts by the cluster to do so.
4. Enable cross mobility of researchers, technical staff and faculty of member institutes through open access of knowledge and infrastructure among cluster member institutions such as described below and/or additional innovative means: -



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- a. extending access to common facilities such as libraries, laboratories, etc., the cluster should ensure all public academic institutions in its network are using the I-STEM portal
 - b. enabling cross-institutional training courses for faculty members, PhD/post graduate students wherever possible
5. Collaborate with other cluster members to develop and pursue joint proposals for grants from public and private sector towards creation of dedicated facilities such as patent cells, technology transfer cells, science museums, Center of Excellences and other similar infrastructure.
 6. Collaborate with other cluster members to create short - term exchange programs between industry and academia, where experienced industry personnel can take a hiatus and come to teach while scientists can go to industry to work for short one to two year periods while following institutional guidelines for such activities.

CREATING REGIONAL INFLUENCE

1. Work with other cluster members to solve R&D problems of industry in India and globally, through consultancy projects.
2. Create consortia with other cluster members to apply for national/international grants for collaborative cutting edge research and development projects.
3. Work with the cluster to design and deploy an overall fair and open policy for sharing intellectual property among members in collaborative projects. In specific cases, if required, the intellectual property rights that arise as a result of any collaborative research or activity shall be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the stakeholders.
4. Mutually support each other by leveraging strengths of incubators under the member organization in industry partnerships and technology development and innovation, instead of trying to re-invent the wheel.
5. Extend the available R&D and testing facilities to start-ups for technology and product development.
6. As part of the cluster, collaborate with start-ups, MSMEs for piloting technologies suitable for commercialization and product development.
7. Provide support and infrastructure for incubation of early-stage ideas of researchers of member institutes all the way to their conversion to commercial products/technologies.
8. Collaborate with the 'State S&T Council' and 'State Innovation Council/Society' where present, to help to address the regional problems.
9. Work with the cluster to create inter-institutional research teams to work with local government (state/municipal) to identify regional issues and to undertake R&D projects targeting alleviation of these local issues using latest science and technology solutions.



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DEVELOPING NATIONAL & GLOBAL COMPETITIVENESS

1. Collaborate with other cluster members on studies/collection of data/holding meets/conferences/seminars for making recommendations to the Government of India for policy on higher education, science and technology and innovation, etc.
2. Partner with other cluster members to apply for grants from public and private funding agencies in a consortium manner to fund collaborative R&D science projects which
 - a. aligned with the national missions and aspire to become national and global leaders in selected domains.
 - b. provide R&D consultancy for global industries
3. Support the cluster in building formal partnership with international universities, research organization, foundations, etc.

THE PARTIES AGREE AS FOLLOWS:

1. This MEMORANDUM will come into effect on the day on which it is signed by both the Parties.
2. **INTELLECTUAL PROPERTY RIGHTS (IPR)**

BCKIC and Berhampur University agreed to respect each other's rights to intellectual property. Further, the Intellectual Property Rights that arise as a result of any collaborative research, mutual or multi-institutional, or activity under this MoU will be worked out on a case-to-case basis, and will be consistent with the officially laid down IPR policies of the stakeholders.

3. **CONFIDENTIALITY**

BCKIC and Berhampur University agreed to maintain the confidentiality of the project(s) and any outputs including scientific data and findings, which institutions might be privy to and will not release or disclose any such information related to same to any third party not related to the project(s).

4. **PUBLICATION**

Publications as an outcome of bipartite/multi-institutional projects shall have representation of contributors as per accepted academic practices.

5. **FINANCIAL LIABILITY: IF ANY**

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear the respective costs of carrying out the obligations under this MEMORANDUM. Financials of specific multi-institutional projects shall be undertaken on case-to-case



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basis during the conceptualization of projects and subsequent allotment of funds. Nonetheless, in case of any Agreements signed between the Cluster Members of the cluster, such Agreements shall terminate in respect of the relevant Project after the successful completion of the Project with Utilization Certificate submission and shall be of no further effect and neither Party shall have any claim against the other for expenses, costs and/or damage incurred and/or suffered in relation to/or arising from this MEMORANDUM in respect of such relevant Project.

6. LANGUAGE

The language of communication between Berhampur University and BCKIC shall be English only for better understanding and communication. In specific projects, the organizations may have to be translated the content in Odia or any other Indian/foreign languages as agreed by both the parties. In all such cases, the translated content shall be the replication of an approved draft of English content. Before publication, the translated content should be verified/certified by an expert person having expertise in the language concerned, in order to avoid any future complicity.

7. VALIDITY AND TERMINATION

The contract will remain valid for three years from the date of its effect, and may be renewed/extended thereafter after suitable review and agreement by both the part. Either part may terminate the MoU by giving written notice to the other part two months in advance. Once the MoU is terminated for any reason, neither BCKIC nor Berhampur University will be responsible for any losses of financial or otherwise, which the other institution may suffer. However, both parties will ensure that all activities in progress are allowed to complete successfully.

8. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligation under this MoU due to the exigency of one of more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strikes (s), Lockouts (s), Epidemics, Riots, Civil Commotions etc., provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. WAIVER

Any specific waiver, if occasioned, shall be discussed and agreed upon mutually by both part. Any such waiver shall always be taken in good faith with most amicable solution.

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10. REVISION AND AMENDMENT

Vice-Chancellor, Berhampur University and Chairman BCKIC can mutually decide about revision and amendment, if required during validity of this MoU for further strengthening the collaboration for achieving the objectives of this MOU. In order to accomplish the same, one part should give 30 (thirty) days' notice to the other part indicating the nature of amendment/revision, otherwise the MoU shall not be amended, changed, altered or modified except by a written instrument duly executed by each part.

11. RESOLUTION OF DISPUTES

All disputes or differences that may arise from interpretation or application of the provisions of the present MoU shall be settled by the parties by means of consultations and negotiation. If the parties fail to settle the dispute or differences amicably, such dispute or differences shall be submitted to arbitration at the request of either party upon written notice to the other party and such arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. Arbitral award passed by the Arbitrator shall be final and binding upon the parties.

IN WITNESS, WHERE OF THE PARTIES HERE TO HAVE HEREIN CAUSED THIS MEMORANDUM TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN



SIGNED FOR AND BEHALF OF
Prof. Mrutyunjay Suar
Chairman
BHUBANESWAR CITY KNOWLEDGE
INNOVATION CLUSTER FOUNDATION
(1ST PART)



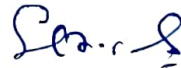
Dr Namrata Misra
Head- Tech Innovation,
BCKIC, Bhubaneswar
Witness 1



SIGNED FOR AND BEHALF OF
Prof. Geetanjali Dash
Vice Chancellor
BERHAMPUR UNIVERSITY
BHANJA BIHAR, BERHAMPUR
(2ND PART)



VICE CHANCELLOR
BERHAMPUR UNIVERSITY



Prof. Sukant Kumar Tripathy, Director,
Research and Development Cell
and Representative of Berhampur University
Witness 2