

Memorandum of Understanding

Between

IEEE

(The Institute of Electrical and Electronics Engineers, Incorporated)

And

AICTE

(All India Council for Technical Education)

Memorandum of Understanding (MOU)

Between

**The Institute of Electrical & Electronics Engineers,
Incorporated ("IEEE")**

And

All India Council for Technical Education (AICTE)

This non-binding Memorandum of Understanding ("MOU") is entered into at AICTE office on Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070, INDIA, effective as of 25-Oct-2018 by and between:

The Institute of Electrical and Electronics Engineers Inc (IEEE), a not-for-profit corporation with its operating office in India at # 501, 5th Floor, WTC Brigade Gateway, 26/1, Dr. Rajkumar Road, Malleshwara West, Bengaluru, India – 560 055. IEEE is the world's largest engineering organization, with over 420,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical technologies, electronics, power engineering, robotics and automation, computer engineering, computer science, and other related technologies to advance technology for the benefit of humanity.

And

All India Council for Technical Education (AICTE), established under AICTE Act, 52 of 1987, passed by both Houses of Parliament of India, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India. The AICTE is constituted with a view to proper planning and coordinated development of a technical education system throughout India, the promotion of qualitative improvements of such education in relation to planned quantitative growth, and regulation & proper maintenance of norms and standards in the technical education system and for the matters connected therewith pertaining to the improvement of technical education.

WHEREAS the parties, through professional interactions and strategic collaboration seek to enhance technical education in India, enter into this agreement to establish a strategic partnership in the several areas outlined below.

1 PREAMBLE and OBJECTIVES

AICTE and IEEE have common objectives in areas of education in emerging technologies, training faculty, technology standards development, industry – institution collaboration and other relevant areas.

Both parties have a reciprocal interest in cooperation and would benefit from collaboration in the areas of mutual interest to achieve the goals of improving technology and innovation. AICTE and IEEE recognize the importance of establishing and strengthening their relationship and fostering closer cooperation.

2 IEEE and AICTE Strategic Collaboration

IEEE and AICTE, under this MOU, shall collaborate to enhance the technical education in India, especially of the students and faculty of engineering colleges in India. Some of the programs that may be jointly planned and executed are listed below:

2.1 Outcome based Curriculum

IEEE, with the help of its Indian and global volunteers, will work with AICTE to improve outcome based curriculum for all Engineering programs (undergraduate, graduate and research scholars) in the areas in which IEEE is focusing.

2.2 Engineering Accreditation

IEEE is the largest of professional societies that comprise ABET, Inc., the accrediting agency for engineering, computing, technology, and applied science degree programs in the United States and many other countries. Over 300 IEEE members serve each year as program evaluators responsible for applying accreditation criteria to specific academic programs and institutions. Many IEEE volunteers also serve as active members of ABET.

- Governing Boards
- Accreditation Commissions
- Working Groups

IEEE (through its global volunteer leaders) and AICTE will cooperate to jointly recognise the criteria, process and measures required to accredit the engineering colleges in India, on par with global standards and the same will be submitted to National Board of Accreditation (NBA) for consideration.

2.3 Collaboration for Faculty Development Programs

IEEE and AICTE will periodically plan and conduct faculty development programs, hands-on workshops and seminars by technology veterans in industry, which helps to bridge the gap between industry and academia. Through these programs, the

faculty will acquire the knowledge of industry application of concepts and may adopt them in their teaching, which would help prepare the students for industry through practical application of concepts. IEEE and AICTE will bear the reasonable local travel expenses of the experts within India, which will be decided on a case-by-case basis. Local hospitality of the experts (including stay) will be provided by the institutions where the workshop will be conducted. AICTE will provide the local hospitality to the participants during FDP.

2.4 **Publications from Universities / Colleges and Authors Workshops**

IEEE and AICTE shall develop a plan to create awareness of the benefits of paper publication in scholarly journals among the faculty of engineering institutions in India through a series of programs. IEEE and AICTE will plan and jointly conduct authorship workshops in different regions of India by renowned and seasoned authors, reviewers, editors of leading journals, distinguished lecturers to educate research scholars, post -graduate students and faculty on authoring technical papers and publishing with globally renowned publishers. This activity may also increase reading and learning from various technical papers published globally. AICTE will bear the costs of local hospitality for the participants. IEEE will bear the reasonable travel expenses of the experts. The institute where the workshop will be conducted will bear the local hospitality of IEEE volunteers including stay.

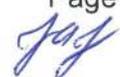
2.5 **IEEE Distinguished Lecture Programs**

IEEE will cooperate with AICTE to deliver technical talks from subject matter experts under its Distinguished Lecture Talks (DLTs) program around the globe. IEEE and AICTE may jointly plan and conduct DLTs throughout India from time-to-time to benefit the students and faculty of engineering colleges affiliated with AICTE. AICTE shall be responsible for the local logistics of conducting such talks, IEEE's global volunteers who are subject matter experts, through technical talks, will educate the students and faculty on new technology standards and happenings along with adoption. IEEE will bear the reasonable travel expenses of the IEEE volunteers.

2.6 **Online Learning**

IEEE offers eLearning contents like Software Engineering Body of Knowledge (SWEBOOK), Blended Learning Programs (BLP), etc. that are rich with case studies.

IEEE and AICTE, under this MOU, will cohesively plan ways to provide that learning to the Indian technical community. Financial details or distribution plans associated with this shall be mutually agreed through separate agreements. Some of IEEE e-learning / online



trainings to be recognised as summer training/internship equivalent by AICTE, to enable quality learning/internship experience for students.

Specific details of the on-line courses will be worked out on case-to-case basis to be reflected in a binding definitive agreement.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 The intellectual property rights of the content contributed by either IEEE or AICTE in furtherance of this MOU shall continue to be owned by the contributing party. IEEE and AICTE shall respect and uphold the intellectual property rights of the other party and shall take all reasonable efforts to protect the intellectual property of the other. Should one party become aware of potential infringement of the other party's intellectual party, they shall provide the owning party with notice of such potential infringement.
- 3.2 Each party shall respect the other's intellectual property ("IP") and shall not use any IP, including but not limited to, any trade name, trademark, symbol or designation belonging to the other, without prior approval, and only for the purposes outlined in this MOU. In the event any trademark, trade name, symbol, or designation is used (after prior approval has been given) the owning party grants to the using party a non-exclusive, royalty free license solely as required to comply with that specific activity. Any such usage shall be in accordance with the owning party's branding guidelines.
- 3.3 Neither party shall acquire any rights in the other party's IP pursuant to this MOU and any IP so disclosed shall be owned, controlled and remain vested in the party disclosing such IP.
- 3.4 Except as otherwise explicitly agreed between the parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOU will belong to that party who develops the same. To the extent such intellectual property is created, the owning party shall grant a non-exclusive, worldwide, royalty-free license to the other party for the use of the intellectual property solely in connection with the activities under this MOU. If the parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.



4 TERM and TERMINATION

- 4.1 This *MOU* is valid for a period of three (3) years from the date of signing of this *MOU* (the "Term") and may be renewed subsequently by mutual consent for an additional 3-year term.
- 4.2 Any cost associated in executing the objectives of this *MOU* shall be mutually discussed and agreed to between the parties in a definitive agreement, prior to carrying out the activity.
- 4.3 This *MOU* shall commence as set-forth above and remain in effect through the end of the Term unless:
 - a. This *MOU* is otherwise superseded by another agreement between the parties;
 - b. The parties mutually agree to terminate this *MOU*;
 - c. Either party gives the other 90 days written notice of their intent to terminate this *MOU*;
 - d. A breaching party has failed to cure a material breach of this *MOU* within thirty (30) days following written notice of that breach given by the non-breaching party.

5 CONFIDENTIALITY

- 5.1 During the term of this *MOU*, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party, (c) disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this *MOU*); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.
- 5.2 The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this *MOU*, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.



6 REPRESENTATIONS AND WARRANTIES

- 6.1 Each party represents and warrants that such party has all necessary corporate power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.
- 6.2 Each party warrants to the other party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first party.

7 PUBLICITY

Any press release, publicity or other promotional activity issued or engaged in by either party regarding this MOU shall be reviewed and approved in writing by the other party prior to release. Such approval shall not be unreasonably withheld or delayed.

8 MISCELLANEOUS

- 8.1 The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written agreement ("Definitive Agreement") with respect to the subject matter of this MOU setting out there in the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement(s) including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the party. The parties further understand that (i) the activities intended by this MOU may not be successfully completed; and/or (ii) the results achieved may not be as anticipated. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever. Further, AICTE and IEEE acknowledge and agree that this MOU is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either party from pursuing any opportunity with other entities without



- involving the other party or to enter into similar alliance arrangements with other entities are independent organizations.
- 8.2 This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.
- 8.3 Each party is an independent contractor, and no provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Any commitment by a party to pay fees or other amounts to the other party must be approved in writing, by the paying party in advance. Each party will be responsible for all expenses incurred by such party in connection with negotiation of this MOU and any promotion, marketing or other activities under this MOU. Each party shall be liable to pay any tax attributable to it.
- 8.4 Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject the other party to penalties under applicable law.
- 8.5 Neither party shall assign or transfer this MOU without the prior written consent of the other party.
- 8.6 The laws of India shall govern this MOU; provided that the federal laws of the United States of America and the laws of the State of New York shall apply to any dispute arising in connection with IEEE India's direct or indirect intellectual property rights under Sections 3, 5 and 6 of this MOU. Any dispute between the parties arising in connection with the performance of this MOU shall be resolved amicably between the parties through a process of negotiation prior to the use of any judicial remedy in the appropriate court in India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts either at Bengaluru or at New Delhi, for any action or proceeding regarding the binding portions of this MOU other than IEEE's direct or indirect intellectual property rights under Sections 3, 5 and 6 of this MOU which shall be submitted to the appropriate courts in New York, New York.
- 8.7 The MOU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind.
- 8.8 Any changes to the MOU are to be mutually agreed to by IEEE and AICTE and duly executed in writing.
- 8.9 This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which,



when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

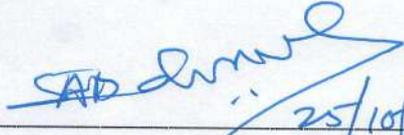
9 COMMUNICATIONS BETWEEN THE PARTIES

AICTE and IEEE will each appoint a liaison representative, who will take charge of all interactions between the two parties. As of the signing date of this MOU, the appointment of the two liaison representatives is as follows:

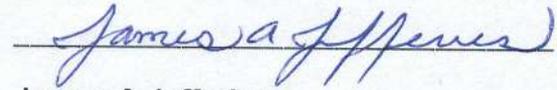
<p>AICTE's liaison representative to IEEE in India will be:</p>	<p>Prof. Rajive Kumar Advisor-I, AICTE</p> <p>Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India</p> <p><u>Email id: advpc@aicte-india.org</u> Phone number: +91-11-2958-1214</p>
<p>IEEE's liaison representative to AICTE in India will be:</p>	<p>Harish Mysore Sr. Director, IEEE India Operations</p> <p>501, 5th Floor, WTC – Brigade Gateway 26/1, Dr. Rajkumar Road, Malleshwara West, Bengaluru – 560 055, INDIA</p> <p><u>Email id: h.mysore@ieee.org</u> <u>Phone number: +91-80-49-444-333</u></p>




IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

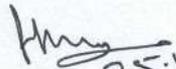

25/10/18

Prof. Anil D Sahasrabudhe,
Chairman,
AICTE,
Nelson Mandela Marg, Vasant Kunj,
New Delhi – 110 070,
India



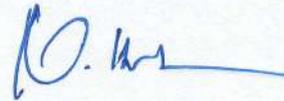
James A Jefferies,
President,
IEEE

Witnesses:


25.10.18

Prof. Rajive Kumar
Advisor-I, AICTE

Nelson Mandela Marg, Vasant Kunj,
New Delhi - 110070, India



Harish Mysore
Sr. Director, India Operations

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