## MEMORANDUM OF UNDERSTANDING

## BETWEEN



## HEADQUARTERS MAINTENANCE COMMAND, IAF (NAGPUR)

## Vayusena Nagar, Nagpur, Maharashtra 440007

AND



## MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan 302017

To collaborate with Malaviya National Institute of Technology (MNIT) Jaipur and Headquarters Maintenance Command, IAF Nagpur (HQ MC), this Memorandum of Understanding (herein referred to as MoU) is signed on 10 Jan 22 at Jaipur and Nagpur through online video confrencing.

#### Between

Headquarters Maintenance Command, IAF and Units under Maintenance Command is represented by Air Vice Marshal Samir V Borade VSM, Dy Senior Maintenance Staff Officer, Headquarters Maintenance Command, IAF (herein after called "HQ MC" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the First Part.

#### And

Malaviya National Institute of Technology (MNIT), Jaipur represented by Prof. Rakesh Jain Dean International Affairs Malaviya National Institute of Technology Jaipur, (hereinafter called "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the Second Part.

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## 1. Purpose of MoU:

The objective of the MoU is for co-operation and promotion of research and development in:-

- (a). Reliability enhancement of aircraft and aero engine components.
- (b). Material analysis and substitution.
- (c). Life extension studies.
- (d). Failure Analysis.
- (e). Advanced manufacturing technologies like CAD/CAE/CAM and additive manufacturing etc.
- (f). Formulation and participation in Joint Research and Development of Nodal Technology Center (NTC) projects, in the above areas.
- (g). Visits by officers of Maintenance Command (MC) to MNITJfor initiating and undertaking joint projects on mutually agreed terms.
- (h). Visits by authorized professors of MNIT Jaipur to concerned Depots/field units for initiating and undertaking joint projects on mutually agreed terms.
- (i). Collegiums meeting of HQ MC and MNITJrepresentatives every quarter/six months or on mutually agreeable dates to review the progress of joint research programmes/projects and discuss new proposals.
- (j). Any other mode of interaction or communication related to research and development in areas of mutual interest.
- (k). Development of prototype and bulk production (whenever required) through identified industry, as per the existing regulations and financial procedures.

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## 2. Aggregates for Collaboration:

This MoU shall serve as an agreement for carrying out research in areas of mutual interest and to assist IAF in the above fields by involving the academia from MNITJ for specific studies and other critical projects of operational significance. The signing of this document does not entail any financial or legal obligation on either party. Essentially, this MoU is a framework within which subsequent agreements replete with financial implications and relevant details can be signed for carrying out specific research and undertaking focused studies for resolving a particular technical issue or alleviating a technical problem.

## 3. Scope of MoU:

A specific and detailed problem statement in the areas mentioned in para 1 will be shared by units under HQ MC with MNITJ which in turn will assign an expert team of professors for the project. The team will brainstorm the ways ahead for the project in consultation with IAF expert team. Single point of contact (SPOC) will be detailed by both parties for the project for query/hold ups resolution.

- 4. This collaboration of HQ MC with MNITJ will work in the direction of problem solving by MNITJ in the following manner:-
  - (a). Understanding problem statement and specification generation for the problem statement (from live equipment).
  - (b). Deliberations on the technology/ possible alternative solutions.
  - (c). Development of relevant drawings.
  - (d). Determination of material specifications.

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- (e). Recommending the best solution and possible risks (reliability analysis) and joint approval of the same.
- (f). Finalising the solution jointly and submission of detailed study report by MNITJ.
- MNIT will submit the expected expenditures planned to be borne by MNITJfor problem statement projected by IAF. Post approval of Competent Financial Authority (CFA), subsequent activities will be executed/ actioned.

## 6. Advisory/Governing Committee:

Advisory/Governing Committee will have ten members comprising the following:-

#### Member from HQ MC

- (a) Dy Senior Maintenance Staff Officer, HQ MC
- (b) Command Engineering Officer (AC), HQ MC
- (c) Command Engineering Officer (Systems), HQ MC
- (d) Command Engineering Officer (Coord), HQ MC
- (e) As specifically detailed by HQ MC based on the type of project

#### Member from MNIT Jaipur

- (a) Prof. A. P. S. Rathore,
- (b) Prof. Rakesh Jain,
- (c) Dr. Amar Patnaik,
- (d) Dr. GunjanSoni,

Director, MNIT Jaipur

Dean, International Affairs

- Associate Dean, International Affairs
- Coordinator, MoU Institute

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## 7. Governing Law:

The memorandum shall be governed interpreted and constructed in accordance with substantive laws of India.

## 8. Confidentiality:

Each party agrees and undertakes that during the term of this MoU and thereafter, it will treat all information & subjects confidential and will not use for its own purpose without the prior written consent of the other party. Also, both parties 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.

## 9. Intellectual Property Rights (IPR):

Any intellectual Property Rights emerging from the R&D, pursued programme shall be owned by both parties. In order to enable HQ MC utilise 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 condition which will be mutually agreed upon. MNITJand 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.

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## 10. Dispute Resolution:

Any dispute arising in the agreement will be resolved amicably, through mutual discussion between the advisory/governing committee of both the organisations. The resolution of dispute shall be by 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 Dean International Affairs of MNITJ, whose decision will be final and binding on all concerned.

#### 11. Notices:

Any notice, consent or notification requires or permitted to give hereunder shall be in writing in English and shall be personally delivered or transmitted by fax to the addresses specified or to such other addressees as may, from time to time be given, by each party to the other party in writing.

## 12. Validity:

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.

# 13. Periodic Review:

MNITJ 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:-

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

### 14. 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 authorised representative of each of the parties.

## 15. 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 project under this MoU should be allowed to complete the work adhering to the applicable conditions.

IN WITNESS WHEREOF both the parties hereto have hereunto set their hands the date and year herein above mentioned.

For

For

MALAVIYA NATIONAL INSTITUTE HEADQUARTERS MAINTENANCE OF TECHNOLOGY JAIPUR COMMAND, IAF (NAGPUR)

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Prof. A. P. S. Rathore Director MNIT Jaipur Malaviya National Institute of Technology Jaipur JAIFOF 2017 (Rajasthan) Name and designation of signatory Samir V Borade Air Vice Marshal Dy Senior Maintenance Staff Officer Name and designation of signatory

## Witness:

- 1. Prof. Rakesh Jain
- 2. Dr. Amar Patnaik

Witness: 1. GP Capt & Garud (M CEngo (coord), HQ MC 2. GP Capt DP Mishea C Modn 0, HOMC.