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BX 202531

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this the 18th day of December 2018 between **International Center for Free and Open Source Software**, Thiruvananthapuram, Kerala (hereinafter referred to as **ICFOSS**) with its registered office at 7th Floor, Thejaswini, Technopark, Thiruvananthapuram – 695581 (herein after referred to as the “First Party”), represented by its Director, which expression shall include its heirs, executors, successors, administrators or assignees of the **First Part**,

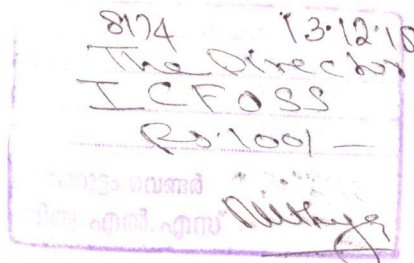
AND

The Punjabi University, Patiala, Punjab, India (hereinafter referred to as “University”/“Second Party”), represented by its Dean Academic Affairs, which expression shall include its heirs, executors, successors, administrators or assignees of the **Second Part**,

WHEREAS, the First Party being mandated with the promotion, propagation and development of Free and Open Source Software (FOSS) and related technology domains for use in all areas



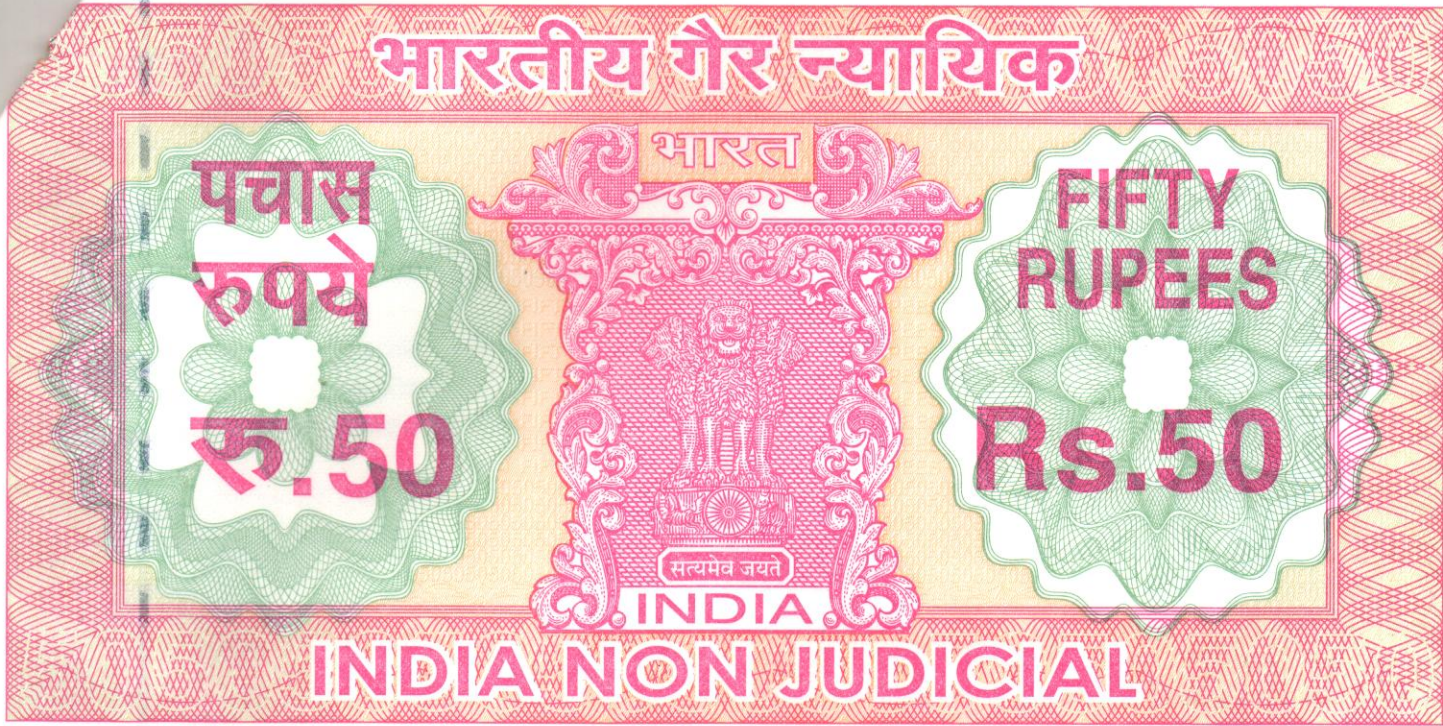
Dr. Jayasankar Prasad C
Director, ICFOSS



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such as Government, industry, education, local self Government and personal use, and is desirous of promoting such software for use for the general public;

WHEREAS the Second Party being a renowned educational institution in the country having their mandate in promotion of education and research in collaboration with similar institution in the country,

And whereas, ICFOSS and the University have expressed their willingness to promote interaction in a mutually beneficial manner in areas of research and academic activities of both institutions for research and academic purposes,

NOW, THEREFORE, it is mutually agreed between parties as follows:-

Article 1

FORMS OF RESEARCH AND DEVELOPMENT PROGRAMMES

The form of any of the said Research and Development Programme (hereinafter referred to as "Research Programme") will be subject to a separate Research Agreement that may be entered into between Parties but may also include the following:-



Dr. Jayasankar Prasad C
Director, ICFOSS

No. 16002/12-12-18

The Director

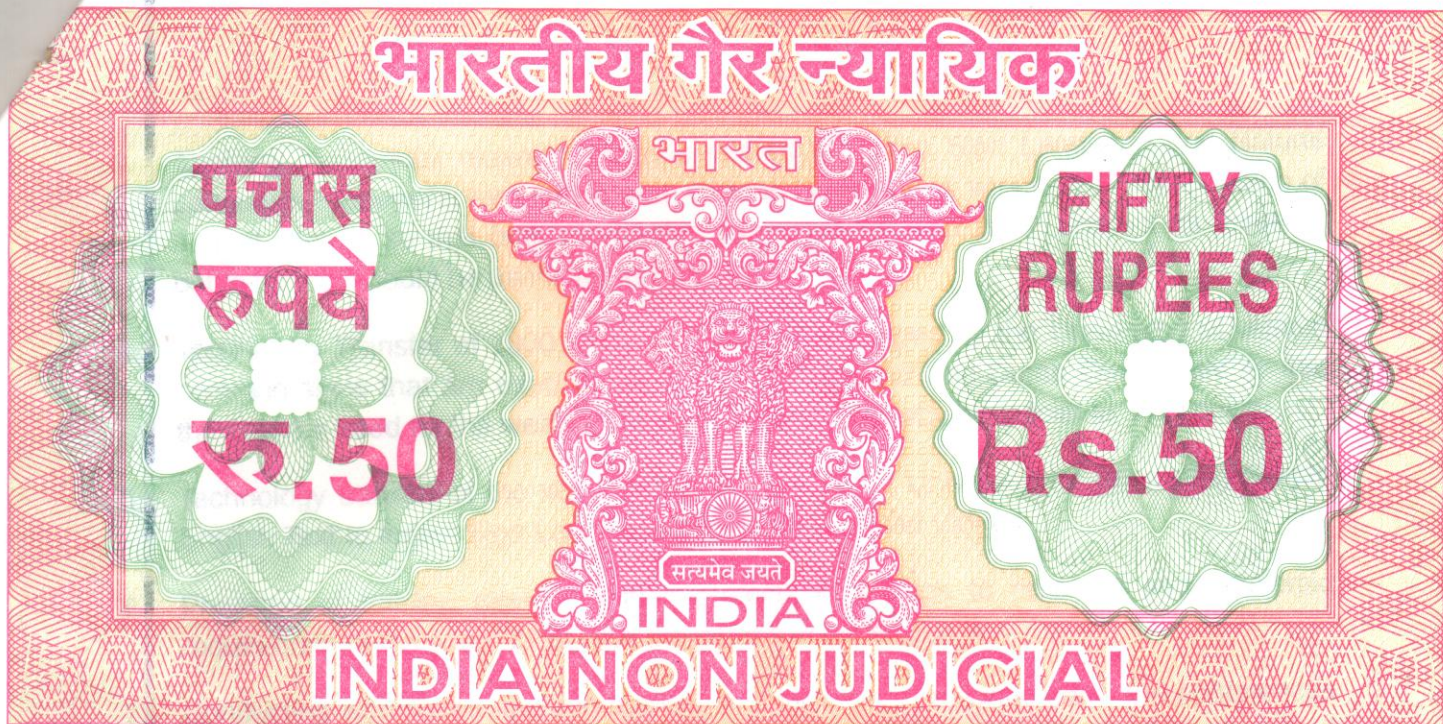
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- In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported / sponsored by either Party.
- Third parties** - The performance of research by the Parties together with one or more third parties.

Article 2

AREA OF COLLABORATION

The University and ICFOSS agree to collaborate in the following relevant areas:-

- Getting regular consultation from ICFOSS faculty members for getting knowledge about FOSS to be used in research areas mentioned above.
- Exchanging of the faculty members and students of both the institutes for research and academic purposes.



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The Director
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Dr. Jayasankar Prasad C
Director ICFOSS

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3. Applying for various research projects related to Indian Sign Language and Natural Language Processing for funding from various Government agencies in collaboration of mutual interest so that both the parties can come up with some product as research outcome that should be useful for the society.
4. Technology Transfer of 1800 animated videos (Developed by the University) of various common signs that are used in day to day life by Deaf and Dumb Community so that they can be used for the welfare of that community, thereby beneficial to the society.
5. Technology transfer of the software developed by the University for translating Simple English Text to Indian Sign Language Synthetic Animated Videos.
6. Provision of training related to their projects in relation to research and academic requirement to the students of both the parties at either place.
7. Conducting workshops and conferences in joint conduct of workshops and conferences in research areas viz. Technology Development for Differently Abled Persons and Natural Language Processing.
8. Working on Plagiarism Detection Tool for Malayalam language documents.
9. Joint effort for Software development in translating Malayalam Text to Indian Sign Language Synthetic Animated Videos.
10. Development of Open Source Software for translating Signing Gesture Markup Language (SiGML) to Synthetic Videos.
11. Identify Opportunities for the development of Language Processing of mutual interest.

Article 3

AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by executing separate research agreements between the parties, which will describe in detail the following:-

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of information and knowledge that shall result from the research collaboration or which belong to a party and are used in research collaboration.




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- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

Article 4

CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed and which is confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

Article 5

NON-EXCLUSIVITY

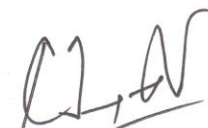
The relationship of the parties under this MoU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

Article 6

INTELLECTUAL PROPERTY AND USAGE

The University and ICFOSS allow to use existing Intellectual property of their resources as only non-profit and non-commercial use of intellectual property including trademarks and service marks, copyrights, patents designs.




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Article 7

REPRESENTATION TO THE PUBLIC

1. ICFOSS shall acknowledge University wherever resources shared are used / displayed.
2. The University shall acknowledge ICFOSS wherever resources shared are used / displayed.

Article 8

TERMS OF MOU

- a. This MOU shall commence on the Date of signing it and shall remain in force for a period of three Years.
- b. This MoU may be amended or terminated earlier by mutual written agreement of the parties at any time.
- c. Either party shall have the right to unilaterally terminate this MoU upon sixty days prior written notice to the other party; however, no such early termination of this MoU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referred to in Article 5 above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

Article 9

RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other party for any purpose.

Article 10

ASSIGNMENT

It is understood by the Parties herein that this MoU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.




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Article 11

COSTS OF THE MoU

Each Party shall bear the respective costs of carrying out the obligations under this MoU.

Article 12

SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.


SIGNED by for and on behalf of
International Center for Free and Open
Source Software
(ICFOSS), Thiruvananthapuram, Kerala.

SIGNED by for and on behalf of
Punjabi University, Patiala, Punjab, India




Dr. Jayasankar Prasad C
Director
ICFOSS


WITNESS:


Dr. Rajeev R. R,
Programme Head, ICFOSS


Prof. (Dr.) G.S. Batra
Dean Academic Affairs
Punjabi University Patiala

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Punjabi University,
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WITNESS:


Dr. Vishal Goyal
Professor, Punjabi University