



VELS
UNIVERSITY
CHENNAI - INDIA



VELS INSTITUTE OF SCIENCE, TECHNOLOGY AND ADVANCED STUDIES (VISTAS)
Enrolled with the UGC Act, 1956

NAAC ACCREDITED

School of Engineering

29 / 11 / 2016

To
The Director General
NIWE
Chennai

Respected Sir,
Sub: MOU between NIWE and Vels University - Reg.
Ref: Lt dt: 4/ 11/ 2016

With reference to our letter dt 4 / 11/ 2016 for signing a Memorandum of Understanding, we are very much thankful for accepting the proposal on signing MOU with our university for research collaboration.

In this regard, we are happy to inform that our Registrar & Dean and a group of faculty members will be there in NIWE campus on 02 / Dec / 2016(Friday) by 12 noon for this occasion.

K. Kalaivani
29/11/16

Thanks

Regards

K.Kalaivani

Head of the Department

Department of Computer Science and Engineering

Vels University

Chennai

Bala



தமிழ்நாடு தமில்நாடு TAMILNADU

BB 570666

VELS UNIVERSITY

S. Kesavaraj



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S. KESAVARAJ
Stamp Vendor

28 NOV 2016

19, G.S.T. Road, Pallavaram, Ch-43.
LNo:14525/94 Ph:22041944

MEMORANDUM OF UNDERSTANDING

In accordance with the mutual desire to promote cooperation between the National Institute of Wind Energy (NIWE), an autonomous R&D Institution under the Ministry of New and Renewable Energy Resources, Government of India and Vels Institute of Science, Technology & Advanced Studies (VISTAS), Chennai both the Centre and the University enter into the formal statement of collaboration in the form of Memorandum of Understanding (MOU) for the purpose of joint seminars, collaborative research, training and socially relevant activities.

National Institute of Wind Energy (NIWE) is a premier Autonomous Research & Development institution under the Ministry of New and Renewable Source of Energy, Govt. of India catering to the growth of Wind energy based technology in India.

VELS UNIVERSITY registered as Vels Institute of Science, Technology & Advanced Studies (VISTAS), a NAAC accredited Institution, was conferred with University status by the MHRD, Government of India, u/s 3 of the UGC Act, 1956. VELS University is a renowned multi-stream University offering varied and innovative courses in emerging areas.

[Signature]

[Signature]

This MEMORANDUM OF UNDERSTANDING executed at Chennai on 02.12.2016 BETWEEN Vels Institute of Science, Technology & Advanced Studies (VISTAS), Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram, Chennai - 600117 represented by Dr.A.R.Veeramani, Registrar, VISTAS (hereinafter called "CLIENT"). The term "CLIENT" include its successors, assigns and successors-in-interest.

And

The National Institute of Wind Energy (NIWE), Survey No. 657/1A2, Velachery - Tambaram High Road, Pallikaranaï, Chennai 600 100, represented by Shri Dr. Gomathinayagam, ~~Executive~~ ^{General} Director / NIWE (hereinafter called "NIWE"). NIWE does Research relevant activities for performance improvement of existing wind turbine, Certification of Wind Turbines, Wind Turbine Test and Measurement analysis (both for large/small wind turbine), Information, Training and Commercial Services/Market Knowledge and Wind Resource Assessment. The term "NIWE" include its representatives, executers and successors-in-interest.

WHEREAS the CLIENT has made a request to NIWE for joint seminars, collaborative research, training and socially relevant activities, vide their letter dated 04-11-2016 to Deputy Director General, NIWE AND WHEREAS NIWE has been pleased to accept the request of the CLIENT keeping in mind that such joint seminars, collaborative research, training and socially relevant activities can be carried out during the period of three years from the date of the agreement.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope of the Research Collaboration

The scope of the Research collaboration is to Exchange the research ideas and jointly doing the research activities along with the CLIENT (hereinafter called "VISTAS") at NIWE to use the faculty & laboratory facilities for research work from both sides.





2. Obligations on the part of CLIENT

<p><i>For tie up with Indian university/ institutions for research & academic Activities.</i></p>	<ol style="list-style-type: none">1. The VISTAS should consider NIWE as centre for conducting Research / Project Work for the award of the degree of UG/PG/Ph.D in all disciplines, acceptable to one and all.2. The scientists / engineers of NIWE on their individual merit and in accordance with the VISTAS rules and regulation shall be recognized as researchers/ trainers/Co-guides for the Research Projects as per the regulations of UGC and university.3. The VISTAS shall provide facilities available with it for the collaborative Research Activity free of cost.4. Scientists and Engineers on service rules (permanent / contractual) may be allowed to register for Doctoral programmes for the award of Doctoral degree by the VISTAS subject to rules and regulation of the university.5. The contact persons will be the Director General from NIWE and the Registrar from the VISTAS.6. The VISTAS shall allow its faculty members / Scientists to move on deputation, as per the relevant rules of the government in force at that period of time, on a later day after the completion of the MOU period for undertaking any further course of action as deemed by NIWE, in public interest, in line with the MOU's scope of work.7. The VISTAS shall not entice or lure NIWE's employees with the promise of better pay or benefits and shall not employ any person involved in the joint collaboration under this MOU until and after 3 years from the cessation of the present MOU's validity.8. The VISTAS shall abide by all the rules and regulations of the Government of India and shall not contravene any of the rules in effect by the Government of India during the period of the MOU or after.
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3. **Obligations on the part of NIWE**

<i>For tie up with Indian university/ research & academic Activities.</i>	<ol style="list-style-type: none">1. NIWE shall make available all the facilities at its disposal free of cost for the functional success of the collaboration.2. NIWE shall encourage its Scientist/Engineers to take up active participation in the various programmes initiated during the joint collaboration3. NIWE shall bear the parts of the cost agreed for carrying out collaborative activities.
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4. **Period of Collaboration**

3 Years from the Date of Signing the MOU.

5. **Work/ collaboration details**

As per the details of the project agreed for collaboration.

6. **Indemnity**

6.1. While executing the collaboration including assistance to NIWE for the work, CLIENT shall ensure that their employees take all necessary precautions and follow safety requirements in order to avoid injury of any kind and / or damage to their materials of NIWE. NIWE shall not undertake any responsibility in this regard.

6.2. The CLIENT shall indemnify NIWE against all losses that may be caused to NIWE on account of damage to its installation, instruments, materials, employees etc if any losses occurred due to reasons attributable to the CLIENT.



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6.3. NIWE shall not be liable for any claims including those under Workmen Compensation Act and other statutory enactments made by the employees or representatives of CLIENT and the CLIENT alone shall be liable for the same.

6.4. NIWE shall not be liable for any claim made by CLIENT or his employees during the execution of their obligation under this Memorandum of Understanding while working in the relevant sites.

7. Intellectual property

The parties concerned agree to respect each other's rights to intellectual property and further the intellectual property rights that rise as a result of any collaborative research or activity under this agreement will be worked out on a case-by-case basis, and will be consistent with officially laid down IPR policies of the two institution.

8. Confidentiality

Neither party will disclose any of the contents of this MOU or of the commercial arrangements between them without the written consent of the other, except as required by this agreement. The parties in the MOU shall covenant to keep the sanctity of the information w.r.t the other party/ies that they come in possession during the course of the execution of the scope of work and shall not with or without intent place the other party in a position that compromises its integrity.

9. Force Majeure

The performance of this Memorandum of Understanding will be subject to force majeure conditions.



10. **Arbitration**

In the event of any dispute or difference between CLIENT and NIWE, arising out of any of the terms of this Memorandum of Understanding or its interpretation, the same shall be referred to the sole arbitration of the Secretary, Ministry of New and Renewable Energy, Government of India, or his/her nominee. Such arbitration shall take place at Chennai.

11. **Jurisdiction**

Courts in Chennai alone shall have the jurisdiction in respect of all matters arising out of this Memorandum of Understanding.

12. **Termination of Contract**

12.1 In the event the CLIENT is unable to ensure the operation of the work within the stipulated time period NIWE shall be entitled to terminate this Memorandum of Understanding.

12.2 In case of violation of any of the obligations to be fulfilled by CLIENT, NIWE shall be entitled to terminate this Memorandum of Understanding. In such an event, no financial settlements from NIWE shall be made.

13. **Address for service of notice**

Any notice or demand required, authorized or permitted to be given by NIWE under this Memorandum of Understanding is deemed to be served upon the CLIENT if left at or posted to CLIENT's address at Registrar, Vels Institute of Science, Technology & Advanced Studies (VISTAS), Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram, Chennai - 600117. Such notice, if posted, shall take effect from the day following the date of posting and if affixed or left as aforesaid shall take effect from the time of such affixing or leaving as aforesaid. Any notice required to be given under this Memorandum of Understanding shall be in writing and sent by registered post.



IN WITNESS whereof, the parties hereto have executed this Memorandum of Understanding on the day, month and year herein above written.

Parties

Signature 

Vels Institute of Science, Technology & Advanced Studies (VISTAS)
VELS UNIVERSITY

Signature 

National Institute of Wind Energy (NIWE)

Name: Dr. A.R.VEERAMANI
REGISTRAR
REGISTRAR
VELS UNIVERSITY
(VISTAS)
Velan Nagar,
F.V. Vaithiyalingam Road,
Pallavaram, Chennai-600 117



Name: Dr. GOMATHINAYAGAM
EXECUTIVE DIRECTOR

Dr. S. GOMATHINAYAGAM
DIRECTOR GENERAL

NATIONAL INSTITUTE OF WIND ENERGY
Ministry of New and Renewable Energy, Government of India
Vadachery - Tambaram Main Road, Chennai - 600 101 - Tamil Nadu



Witness:

1. 
Signature

Date 2-12-2016.

Name and Address


Dr. P. Suresh Kumar
DEAN, SCHOOL OF ENGINEERING,
VELS UNIVERSITY


2. 
Signature

Date 2-12-2016

Name and Address

Mrs. K. KALAVANI
HOD / CSE
SCHOOL OF ENGINEERING,
VELS UNIVERSITY

1. 
Signature
Date 22/12/2016
Name and Address
NIWE
Chennai.

2. 
Signature
Date 02/12/2016
Name and Address
NIWE