

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**AEROGEL MATERIALS RESEARCH CENTER,**  
**YONSEI UNIVERSITY**  
**REPUBLIC OF KOREA**  
**AND**  
**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY**  
**INDIA**  
**ON**  
**AEROGEL RESEARCH**

This Memorandum of Understanding (MOU) is made between Aerogel Materials Research Center Yonsei University, Republic of Korea, (hereinafter referred to as "AMRC") **established by the Ministry of Science and ICT, South Korea on 12<sup>th</sup> March 2004 vide 110-82-10500** and Punyashlok Ahilyadevi Holkar Solapur University (hereinafter referred to as "PAH Solapur University") **established by the Government of Maharashtra on 22<sup>th</sup> July 2004 vide USG 1004/C94/2004-UNI Dt.22<sup>th</sup> July 2004**, each wishing to establish a cooperative research relationship through mutual interests in the areas of aerogel materials.

(AMRC, Yonsei University, Republic of Korea and Punyashlok Ahilyadevi Holkar Solapur University will hereinafter be referred to collectively as "Participants" or individually as "Participant", as applicable.)

**WHEREAS** AMRC and PAH Solapur University are linked by common scientific and cultural interests in aerogel materials;

**WHEREAS** AMRC and PAH Solapur University wish to enable cooperation and exchange in the research area of aerogel materials; and

**WHEREAS** AMRC and PAH Solapur University wish to expand the basis for friendship and educational exchange between Republic of Korea and India;

**NOW THEREFORE**, AMRC and PAH Solapur University, as Participants to this Memorandum of Understanding, set forth the following:

## **ARTICLE I**

### **(Objectives)**

**1.1 Objectives.** This MOU reflects the Participants' sincere and genuine intentions to collaborate in specific activities set out herein pertaining to the research and development of aerogel materials. The purpose of this MOU is to advance the collaborative ideas and objectives of the Participants as they relate to aerogel materials and enable each of the Participants to pursue the research activities and tasks set out in Article II of this MOU. The two parties shall encourage student visits from both Universities. All procedures and mechanisms to study the cost and share of both Parties to implement these visits successfully shall be laid down separately by formal agreement. All such visits shall be strictly subject to the cost and share amount agreed between the parties to this MoU after approval and verification of the data and number of the students.

## **ARTICLE II**

### **(Scope of Collaboration)**

**2.1 General Scope.** Each Participant will foster a collaborative research relationship with the other Participant that is focused on aerogel related research area.

**2.2 Specific Research Activities.** The Participants intend to collaboratively pursue the following research activities and goals:

**2.2.1** Joint research activities, including joint research projects, in fields of mutual Interests.

**2.2.2** Exchange of scientific information, samples for investigations, academic publications and reports.

**2.2.3** Organization of joint symposia, workshops, lecture and conferences Exchange of advanced graduate students for collaborative or independent Research.

2.2.4 Exchange of the facilities to support the materials characterization

2.2.5 The Punyashlok Ahilyadevi Holkar Solapur University, Solapur and Aerogel Materials Research Center, Yonsei University, Republic of Korea after consultation with each other shall explore the possibilities of sending students for pursuing the courses as agreed.

2.2.6 All activities shall be executed only after written consent of both the parties

**2.3 Further Agreements.** It is envisioned that the Participants will enter into further binding agreements involving or related to the collaborative research activities in Article 2.2 above ("Further Agreements"). Further Agreements will delineate the Participants' rights and obligations, will address, among other things, sources of funding and intellectual property rights, and be signed by both Participants' authorized signatories, before commencing any research activity.

2.3.1 Each Participant's Liaison Officer, as designated in Article 4.6 below, will coordinate with its Office of Research, or equivalent, regarding any Further Agreements identified and proposed under this MOU prior to initiating projects or applying jointly for external funding for such projects.

2.3.2 Each Participant will abide by all regulations, policies and procedures of their Institutions regarding the disclosing and handling of intellectual property, developed technologies, and confidential information that may arise under this MOU.

**2.4 Tasks for Participants.** Each Participant will maintain regular and reasonable contact with the other Participant and engage in discussions regarding research on aerogel materials collaboration and the research activities listed herein. Further, each Participant will nominate members of its senior staff to be responsible for overseeing matters pertaining to this MOU.

### ARTICLE III

#### (Duration, Termination and Amendment)

**3.1 Duration.** This MOU shall remain in force for three (3) years from the date of the last signature. Either Participant may terminate this MOU by providing 90 days' advance written notice to the other Participant.

**3.2 Extension and Renewal.** The Participants may extend or renew this MOU by

agreement, confirmed in a written amendment signed by each Participant's authorized signatory.

**3.3 Amendment.** No amendment of the terms of this MOU will be effective unless made in writing and signed by each Participant's authorized signatory.

**3.4** This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU does not confer any financial liability upon the parties to this agreement. This MoU shall remain in effect initially for Three (3) years and thereafter and can be renewed after taking review for another period as agreed by both the universities. This MoU may be amended or terminated at any time by either Party provided that written notice of termination or amendment is given by the notifying Party to the other Party before (90) days of the date on which the termination or the amendment is intended to become effective. The commitments, made before the date of termination of MoU, shall continue to be operative.

#### **ARTICLE IV** **(General Matters)**

**4.1 Use of Names.** Except in promoting the activities proposed in Article 1.1 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. The Participants will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the Principal Investigator.

**4.2 Confidentiality.** In the course of the activities under this MOU it may be necessary for *the* Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MOU, and other documents transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the

receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

**4.3 Potential for Intellectual Property Development.** It is understood that activities contemplated under this MOU are expected to be cooperative in nature and that Participating Researchers (including students, faculty, and staff researchers) may collaborate in such research activities.

4.3.1 "Intellectual Property" or "IP" means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

4.3.2 Participants hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will follow inventorship rules in accordance with applicable patent laws. Each Participant to this MOU shall own the intellectual property (IP) conceived and first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be Jointly Owned in accordance with applicable patent laws. "Jointly Owned" means either Participant may exploit jointly developed IP.

**4.4 Export Control.** It is recognized and understood that this MOU is subject to all applicable export control laws and regulations controlling the transfer of technical information or items out of the respective countries of the Participants. The transfer of certain technical information or items may require a license from the respective

governments of the Participants. Participants to this MOU must comply with all applicable export control laws and regulations and no Participant may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

**4.5 *Human and Animal Subjects in Research.*** Participants agree that adequate safeguards & prior govt. approval as the case may be shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including training of such trainees, faculty, or staff, an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Each Participant shall, to the extent necessary for the legal conduct of activities under this MOU, comply with the laws and regulations of the other Participant's country.

**4.6 *Notices.*** The Participants must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Participants by written notice. Notices are effective upon receipt.

**4.7 *Dispute Resolution.*** The Participant's agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

**4.8 *Non-Binding Nature.*** This MOU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of only Article IV herein which will survive the expiry or termination of this MOU. This MOU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU.

**4.9 Authorized Signatories.** Each Participant represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

Signed for and on behalf of:

**AEROGEL MATERIALS RESEARCH CENTER,  
YONSEI UNIVERSITY**

By: 

Professor Hyung-Ho Park  
Director, AMRC  
Date:

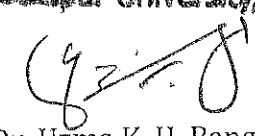
Signed for and on behalf of:

**PUNYASHLOK AHILYADEVI  
HOLKAR SOLAPUR UNIVERSITY**

By: 

Smt. Yogini Ghare  
Registrar,  
Punyashlok Ahilyadevi Holkar  
University  
Date:

**Registrar**  
**Punyashlok Ahilyadevi Holkar**  
**Solapur University, Solapur.**

Witness 1: 

Dr. Uzma K. H. Bangi  
DST Woman Scientist A

Witness 2: 

Dr. Vikas B. Patil  
Head, Department of Physics