

# **Guidelines for Processing Documents to the MoU Committee**



**BITS Pilani**  
Pilani | Dubai | Goa | Hyderabad

# Guidelines for Processing Documents to MoU Committee

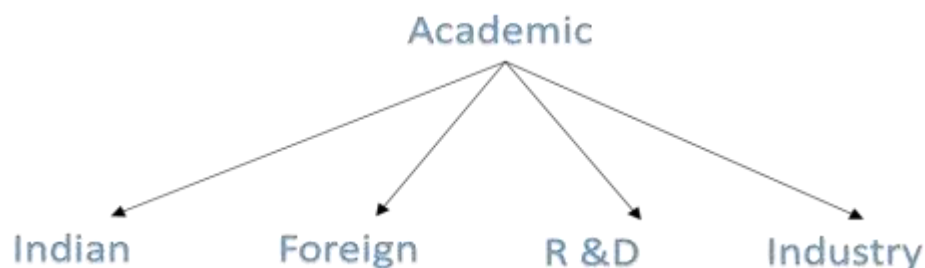
- 1. Online facility to browse existing MoUs.** An online facility to see the details of existing Memorandum of Understanding (MOUs) is available on the BITS website. The faculty members can access the details of any MoU by logging in through the ERP portal. Before initiating any new MoU with a partner institution, it is suggested that the existing MoUs be seen from the link on our institute website as under:

[MoUs \(bits-pilani.ac.in\)](http://bits-pilani.ac.in)

- 2. Types of Agreements.** The following types of documents may be executed between BITS Pilani and partner institutions:

- (a) Memorandum of Understanding (MoU).** An MoU is commonly used as a confirmation of agreed upon terms when an oral agreement is reduced to writing. It sets forth the basic principles and guidelines under which the parties will work together to accomplish their goals. MoUs can be used for a variety of purposes, such as sharing resources and knowledge, or co-operating on a project etc. It is also known as a Memorandum of Agreement (MoA) in certain cases. The MoUs can have a common academic and/or project based research interests and can be further classified as under:

- Indian Academic Institutes/Organizations
- Foreign Academic Institutes/organizations
- Industry / Startups / MSME Related
- Research & Development Organizations
- Others including NGOs, Social Organizations, Foundations etc.



- (b) Memorandum of Agreement (MoA).** A MoA is a document written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective against a financial consideration. The purpose of a MoA is to have a written formal understanding of the agreement between parties. A MoA details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can also be referred to as a contract and is legally binding.



*Figure: Type of Agreements*

- (c) **General Agreement (GA)**. General Agreement means an agreement entered for the furnishing of goods or the rendering of services to, or the disposal of, property of a local authority council over a period of time specified in that agreement.
- (d) **Letter of Intent (LoI)**. A letter of intent is a document outlining the understanding between two or more parties which they intend to formalize in a legally binding agreement. A letter of intent may be presented by one party to another party and subsequently negotiated before execution (or signature). If carefully negotiated, a LoI may serve to protect both parties to a transaction.
- (e) **Material Transfer Agreement (MTA)**. These are used to document and govern the transfer of biological or other scientific materials from one party to another for research purposes. They typically address conditions of use and royalties or intellectual property rights that may result from such use. MTA will be handled at Campus level with the approval of the Competent Authority.
- (f) **Non-Disclosure Agreement (NDA)**. A legally binding agreement to treat specific shared information as confidential, proprietary or trade secret and not to disclose it to others without proper authorization. It is to require Institutions to sign these agreements acknowledging their responsibilities to safeguard such confidential information during the course of preliminary discussions or any research projects. Such Agreements will be handled at Campus level with the approval of the Competent Authority. However, NDAs executed for consultancy projects will be the responsibility of the concerned faculty member.
- (g) **Industry Sponsored Research Agreements (ISRA)**. Industry Sponsored research and collaboration agreements (SRAs) govern various research partnerships between the university and external research sponsors. These agreements describe the obligations of the

parties, including a description of the project, timelines, financial support, eligible expenses and beyond.

- (h) **Consultancy Agreements (CS)**. A consultancy agreement is required when the Institute/company appoints an external consultant. The company may like to avail their services to do some specific work, so they hire someone who has expertise in that field. The consultancy agreement is made between the company/institute and consultant. It outlines the scope of work to be performed by them and other terms and conditions related to their appointment in the company. It is a kind of service agreement only.

### 3. Approval Process & Timelines

#### 3.1 Items to be Presented to the MoU Committee

The following items will be presented to the MoU Committee

Ser No.	Agreements Types	Domains
1	University wide National & International MoUs	<ul style="list-style-type: none"> <li>• Research &amp; Development;</li> <li>• Academic partnerships,</li> <li>• Faculty &amp; Student exchange;</li> <li>• General agreements;</li> <li>• Service and Consultancy. (Where University has taken a project as one of the parties.</li> </ul> <p><i>[Individual Faculty related MoA (sponsored research &amp; consultancy) for specific projects does not qualify under the scope].</i></p>
2	Letter of Intent	
3	Campus specific National & International MoUs	

Note:

- i. Individual faculty projects related agreements like NDA, MTA and MoA related to Consultancy Agreements and sponsored research will be handled at campus level with the approval of the competent authority. The concerned faculty member will be responsible for the execution of such agreements.
- ii. Campus specific MoU/Agreements
  - (aa) Certain MoUs executed at campus level may also be of interest to the faculty members from other campuses. In such cases the competent authority (usually the

Director) will refer such cases to the University wide MoU Committee for their consideration after consultation with the Nodal person and Partner organization(s).

(ab) In cases where the execution of a project specific definite agreement (MoA) requires the mandatory signing of a MoU (University wide or campus specific) first, the interested Nodal person/Faculty member should not define the terms of IP and other terms specific to that project, including any restrictive clauses, as standard terms in the MoU. In such cases all terms including IP should be kept generic and specific terms are to be mentioned in the definite agreements only.

### **3.2 Initiation of MoU/Agreement by the Coordinator/Nodal Officer**

All proposed agreements must be reviewed first by the Coordinator/Nodal Officer after duly considering the following points:

- (i) Whether any MoU already exists with the proposed partner institution(s).
- (ii) Rationale of having an MoU.
- (iii) Inclusion of mandatory provisions.
- (iv) Whether the MoU needs to be executed on a Stamp Paper or not.
- (v) Nominate appropriate signatories and witnesses from both institutes.

The Department will proceed with formulating a new MoU or add/amend/extend the existing MoU after ensuring the validity and terms of any existing MoU with the partner institution. If the validity has lapsed or the scope does not include the current objectives, the department/ office will explore the possibility of revising or extending the validity so that the scope can be included in the revised MoU. The Coordinator/Nodal Officer should ideally sign as one of the witnesses in the document.

### **3.3 Vetting and Approval by the HoD/Associate Dean/Campus Director**

The Coordinator/Nodal Officer will send the draft MoU to Associate Dean (SRCD) through the HoD for Campus Director approval for initiating the MoU.

### **3.4 Review by the Appropriate Associate Dean (SRCD) and HoD, of the respective campus**

Associate Dean (SRCD) is required to vet the MoU, in consultation with the HoD/Nodal Officer before it can be sent to the MoU Committee to seek its approval.

### **3.5 Placing before the MoU Committee for review**

- a) On receiving the approval of the HoD/appropriate Associate Dean (SRCD) /Campus Director, the **Nodal Officer/Initiator** will fill up a Google Form ([Click Here](#)) and upload the draft MoU. A copy of the auto generated acknowledgement email will thereafter be forwarded to the MoU Committee at [mou.committee@pilani.bits-pilani.ac.in](mailto:mou.committee@pilani.bits-pilani.ac.in) for review and approval. The Composition of the MoU Committee is placed at **Annexure-1**.

- b) The Convener, MoU Committee will check the MoU and other necessary documents of the MoU and notify the MoU Committee for its review within two working days of receipt of the draft MoU and send another reminder 2 days before the stipulated deadlines.
- c) The committee will review the MoUs and other documents and will clear all agreements within seven (7) working days.
- d) The Committee will review the agreements within the stipulated timelines as given above on receipt of the draft document. In case of requirement of external expert and legal vetting of the MoU, the Committee may seek opinion from them during the review before giving its approval.
- e) **External Subject Expert:** The Chairperson of the Committee may seek an opinion from an external expert.
- f) **Vetting by the Legal Officer/Technology Transfer Officer (TTO):** The Legal officer and TTO will be required to review MoUs/agreements, including all contracts and agreements for any legal ramifications and potential IPR//Technology Transfer/Patent related issues, respectively, within the given timeline as mentioned above.

### 3.6 Comments/Approval by the MoU Committee

The MoU Committee will appraise the convener about the approval/modification. If no comments are received within the stipulated timelines approval will be deemed to have been accorded. The Convenor will intimate the Coordinator/Nodal Officer about the decision of the MoU Committee. If any suggestions/comments are to be incorporated, the same will be intimated to the Coordinator/Nodal Officer for inclusion/modification.

## 4 Obtaining necessary Signatures

Following approval by the MoU Committee, all Institute-wide approved MoUs will be signed by the Registrar/Vice-Chancellor depending on the signatory from the partner institute. The respective Director/Deputy Registrar of the Campus will sign any Campus specific MoUs. The Coordinator/Nodal officer should sign as one of the witnesses. No other individual will sign any MoU on behalf of the institute without the express sanction of the MoU Committee.

In case of consultancy projects, the concerned Faculty will be one of the signatories

### Note:

SRC Division of respective campuses will facilitate the following:

- a) Execution of the agreement(s)
- b) Cross check if the other party has made any changes in the approved agreement before signing. Share any changes with the Legal Officer and/or TTO for their respective comments, if any. The Nodal person should inform of such changes, if any to the SRC Division.
- c) The SRC Division of respective campuses will maintain the records of the executed agreements in appropriate format and will provide a copy of the executed agreement to the Registrar's office for their records within ten (10) working days after the execution of the agreements by both parties.

## 5 Reporting to the Senate

The Registrar as Convenor of the MoU Committee will keep a record of all MoUs that need to be reported to the Senate. The list of all such MoUs will be put up to the MoU Committee as soon as the Senate meeting is scheduled and agenda items are under finalization.

## 6 Storage of fully executed agreements

Upon receipt of a signed agreement, the Office of the Registrar will preserve a copy of the MoU. The details of the MoU will thereafter be sent to ERP as per format for entering the agreement details in the ERP portal

The flow chart of the approval process is given at **Annexure-2**.

## 7 Points to be considered while executing an MoU

- a) Areas of collaboration and Scope of work for each party in a MoU must be well defined.
- b) For dealing with the exchange of information other than legal and administrative representatives from each party may be mentioned in the MoU if required.
- c) Standard Intellectual property rights (IPR) clauses to be defined in MoU based on the understanding of projects to be undertaken. Project specific IP and other terms to be defined in the definite agreements under that MoU
- d) IPR rights should be negotiated in the best interests of the Institute. The Technology Transfer Office may be consulted in this regard.
- e) For Student/ faculty exchange programs and related MoUs, IPR policy of the respective institute/ country will be followed.
- f) For international MoUs, Clauses related to dispute resolution and Place of Jurisdiction/courts should be a neutral place. Ideally any dispute resolution may be settled by mediation in accordance with median procedure of the Singapore International Mediation Centre and the agreement shall be governed and construed in accordance with the laws of Singapore and the Parties agree to the exclusive jurisdiction of Singapore. A legal opinion may be sought related to such clause.
- g) In the event that any information or materials being shared by a transferring Party (“Transferor”) to a receiving Party (“Transferee”) under a MoU is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner and should check for such regulations.
- h) Cases where scope of work under the MoU requires transfer of any personal data to any foreign partner under the agreement, the institute shall ensure that they obtain all appropriate approvals and consents for the collection and transfer of personal data.

- i) Clauses related to Liability of each party have to be well defined and needs to be checked for any undue liability created on the Institute.
- j) Research and Development agreements with Industry should avoid clauses for “Naming Rights” and can be taken through a separate agreement as per existing Institute’s Policy.
- k) Exclusivity in Research and Development agreements that restricts the institute or Faculty for collaborating with other institutes and for not conducting research in that particular generic focus area should be avoided.
- l) Provisions for research related insurances for the people involved in the international projects should be checked and complied with.
- m) While signing of the agreement, the following points are to be observed:
  - a) Execution of the agreement on the required judicial papers
  - b) Date of execution
  - c) Each page must be signed and stamped by the authorized person with the official stamp of the respective party

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**Birla Institute of Technology & Science, Pilani**  
Pilani | Dubai | Goa | Hyderabad | Mumbai (An Institution of Eminence)

**Colonel Soumyabrata Chakraborty (Retd)**  
Registrar

M/49/2022-01/

17 June 2022

**NOTIFICATION**

1. Further to the Office Notification No. Senate/187 dated 10 Jan 2019, the MoU Committee is reconstituted as under:

- |                                    |   |          |
|------------------------------------|---|----------|
| a) Director-in-Charge / Dean, IPCD | - | Chairman |
| b) Dean, SRCD                      | - | Member   |
| c) Dean, AGSRD                     | - | Member   |
| d) Registrar                       | - | Convenor |

The Committee may also co-opt any other person as per requirement.

2. The Terms of Reference for the MoU Committee are given below:

- To develop a set of guidelines to be followed while preparing the MoUs.
- To vet all the MoUs to be signed by the Institute.
- To recommend signatories for the MoUs on behalf of the Institute.
- To recommend details of MoUs that needs to be reported to the Senate.

  
Col S Chakraborty (Retd)  
Registrar

Copy to: To the Chairman and members of the Committee  
Directors of all the Campuses  
EA to Vice-Chancellor  
All the Deans  
All the Associate Deans of all the Campuses



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**FLOWCHART: APPROVAL PROCESS OF MoU** Annexure- 2

