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20/11/15 *[Signature]* AZ 948141

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*Dr. MGR Educational Research  
Institute University  
Chennai*

**COLLABORATION AGREEMENT**

This Collaboration Agreement is entered into this 20th day of November, 2015, by and between Virginia Tech India Research and Education Forum, hereafter referred to as, VT India, a not for profit Company licensed under Section 8 (1), of the Companies Act, 2013, created by Virginia Polytechnic Institute and State University, which has its principal place of business at Blacksburg, Virginia, United States of America ("Virginia Tech") and Dr. M.G.R. Educational and Research Institute, Deemed to be University, u/s 3 of the UGC Act, 1956 and having its principal place of business at Maduravoyal, Chennai, Tamil Nadu, India hereinafter referred to as "Dr. MGR DU".

**RECITALS**

**WHEREAS**, Virginia Tech, operating through VT India, has identified India as a strategic location for the establishment of an international center to foster scientific and technological engagement and graduate education, as permissible under law, through a model of collaborative research and outreach to address current and future global issues and opportunities and of establishing educational and research partnerships with the private sector, universities, and research institutes; and

**WHEREAS**, Dr. MGR DU has a commitment to quality undergraduate and graduate education and it is desirous of expanding its collaborative research opportunities through strategic partnerships; and

**WHEREAS**, the parties are desirous of collaborating with each other and have decided to memorialize in writing their respective mutual obligations for operationalizing their commitments.

**NOW, WITNESSETH, THAT:**

**I. Use of Facilities and Space**

A. Space. Dr. MGR DU agrees to lease, pursuant to a Lease Deed, to VT India, on mutually satisfactory terms, 7,000 square feet of research and 3,000 square feet of conference/office space to be used to further VT India's research and education mission. In addition, within the next twenty-four (24) months, the parties agree that Virginia Tech may lease up to 20,000 additional square feet of space. Further, on a non-exclusive basis, Dr. MGR DU agrees to make available classroom space with global video conference capability to be used by Virginia Tech for non-credit bearing, executive training courses. Both research and video-conference enabled classrooms will be situated in the same building. In the event the parties cannot agree to mutually satisfactory lease terms within three(3) months of the execution of this Collaboration Agreement, this Collaboration Agreement shall terminate automatically and neither party shall have any further obligations hereunder. Further, the parties agree on a lease rate of ten (10) Rupees per square foot per month, which Dr. MGR DU will reinvest into VT-leased facilities. The lease agreement is contingent on VT, India having full access to all research equipment installed in the VT India premises in Dr. MGR DU. The quality of the facilities and the laboratories will need to be of world-class standards, similar to Virginia Tech. In addition, three classrooms will be equipped with video-conference equipment in order to receive and transmit distance delivery courses. In addition, all furniture and fittings will need to be on par with international standards. Quality control will be monitored by the Director of VT India.

B. Equipment. Subject to the terms of the lease described in Section 1A, above, Dr. MGR DU agrees to outfit the research and education space with research equipment as per annexure 1 for the purpose of Materials and Energy Harvesting.

In phase 2, as we expand into additional areas: 1) Water and Health; and 2) Biotechnology. It is envisaged that additional investments of three (3) crores for Water and Health and two (2) crores rupees for biotechnology will be invested by Dr. MGR DU.

Ownership of said equipment shall at all times remain with Dr. MGR DU. At the termination of this Agreement, all equipment shall be returned to Dr. MGR DU in the same condition as received, subject to reasonable wear and tear accepted. The parties acknowledge that any equipment that VT India supplies/purchases from its own funds will be the property of VT India.

C. Use of Facilities and Equipment for Collaborative Research. The parties agree to make available to each other, subject to availability and the policies and procedures of each applicable to such facilities; the use of said facilities and collateral areas such as, but not limited to, workshop space and equipment for collaborative research projects without cost to the other.

**II. Collaborative Research & Education**

VT India and Dr. MGR DU agree to collaborate jointly on additional education and research projects that will be mutually identified and which the parties agree will be mutually beneficial. In connection with the purposes of this Collaboration Agreement, the parties agree to engage the research, education and/or services of each other in accordance with the respective policies and procedures of the parties. If necessary, any such research project shall be the subject of a separate research memorandum that will detail the scope of work, benefits to the parties, budget personnel, and funding mechanisms for each project. Any such research memorandum shall incorporate by reference and be subject to the terms and conditions of this Agreement.

**III. Internship Research Experience**

Virginia Tech agrees to provide internship research experiences to MGR students.

A. Dr. MGR DU Responsibilities

Dr. MGR DU agrees to:

1. Present students for research experiences who have adequate pre-internship instruction and who, in the discretion of the faculty of the Program have adequately fulfilled the pre-internship requirements of the Program Curriculum.
2. Inform all students of the rules, regulations, policies, and procedures of VT India, once Dr. MGR DU has been provided a copy of the same, and require students to conform to such rules, regulations, policies, and procedures to the extent they are not inconsistent with law and policy;
3. The parties will agree on the number and minimal technical and educational qualifications of the students who will be presented for research experiences and of the dates and hours each such students will be assigned to research experiences as determined by VT India programs and research projects;

4. Provide the services of a faculty member of Dr. MGR DU who will:
  - a) Plan, in conjunction with staff member(s) of VT India, internship experiences and assignments which will fulfill requirements of the research projects to be undertaken at VT India; and;
  - b) Meet with staff member(s) of VT India to discuss the quality of the research experiences and any problems which may have arisen in the provision of those experiences.
5. Retain responsibility for the education of students at Dr. MGR DU and for the curriculum of that program, its design, delivery, and quality; and
6. Maintain all educational records and reports relating to the research experiences of the students; and
7. Dr. MGR DU and the students placed with VT India understand that

VT India may suffer irreparable harm by disclosure of proprietary or confidential VT India information and that VT India may seek legal remedies should such disclosure occur. Further, Dr. MGR DU understands that violations of this agreement may result in contract default.

B. VT India's Responsibilities

VT India agrees to:

1. In consultation with Dr. MGR DU and VT India faculty, VT India will provide an opportunity for research experience to the selected students. The activities will envelope Faculty and Student Exchange program, organizing international Conferences and Seminars.
2. Provide facilities for research experiences;
3. Plan, administer, and retain supervisory responsibility for all aspects of the research experiences that are under the control of VT India; and
4. Provide access to all appropriate faculty members of Dr. MGR DU's program to the facilities of VT India for the purposes of coordinating, observing, and instructing students engaged in research experiences; and

C. Responsibilities of Dr. MGR DU and VT India

1. The maximum number of students who may participate in research experiences will be determined by agreement between the parties;
2. The parties will advise one another of a change in the supervision and instruction personnel, changes in applicable policies, and changes in the availability of resources;
3. Emergency treatment of students for any injuries incurred during internship activities must be covered through the students' health insurance plans (required by Dr. MGR DU), or through students' own resources;
4. VT India may, at any time, relieve a student from a specific assignment, or request that a student, or faculty member, leave the research internship for cause related to the quality of the work performed by the student.
5. Dr. MGR DU shall be responsible for any and all acts (or omissions) of professional negligence on its part, and VT India shall be responsible for any and all acts (or omissions) of professional negligence on its part, or on the part of its employees;
6. Students will be required to comply with all rules and regulations of VT India while engaged in research internships;
7. Students will be required to comply with VT India's confidentiality requirements and intellectual property ownership policies. Further, students will not access or attempt to access data that is unrelated to their job or training duties or authorization and sign the Student Statement of Agreement;
8. Students will not disclose to any third party the confidential information of VT India.

**IV. Additional Collaborations**

The parties agree that this Agreement represents a non-exclusive arrangement, and the parties may enter into similar agreements for the scope of work contemplated by this Agreement with third parties.

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**V. Term of Agreement**

This Agreement shall have an initial term of five (5) years. Beginning six months prior to the end of the five year term, the parties agree to conduct a review of the goals and objectives of this Agreement to determine if those goals and objects are being met and to negotiate in good faith the continuation of this Agreement.

This Agreement shall expire immediately upon the occurrence of any of the following:

- A. The parties are unable to negotiate the Lease detailed in Section I.A., above.
- B. The execution of a superseding agreement. An ancillary agreement shall not be deemed to be a superseding agreement without specific provisions contained therein. The parties understand and agree that the superseding agreement must contain an express provision to supersede this Agreement and identify the specific sections(s) to be superseded.
- C. Mutual agreement of Virginia Tech and Dr. MGR DU to terminate this agreement on any ground.
- D. Necessary governmental, regulatory and or accreditation approvals not being obtained.
- E. Either VT or Dr. MGR DU may terminate this Agreement due to fundamental breach of the Agreement by the other party by issuing notice to the other party; and
- F. If the breach complained of remains unremedied after 90 days from receipt of the notice by the other party.
- G. It is expressly understood and recognized by both Parties that notwithstanding any such termination or expiry of superseding of this agreement, in consideration of the mutual assistances, cooperation and other assistances extended by each of the Part to the other, the receipt and adequacy of which is acknowledged by the Parties, the Party who had received any benefit, assistance, support, privilege, license or authorization to carry on any particular activity or process or act upon a concept shall not be inhibited or precluded from doing to continuing to do so. For removal of doubts, such termination shall have the effect of merely ensuring a cessation of any further mutual support, cooperation or assistance of on-going accreditation, recognition or affiliation amongst the Parties.

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## **VI. Licensing**

A. Subject to the terms of this Agreement, VT India hereby grants to Dr. MGR DU a non-exclusive license to use the name VT India. No right, express or implied, is granted to Dr. MGR DU to sublicense or otherwise transfer in whole or in part the right to use the name VT India to third parties, and any such right is expressly withheld from this Agreement. No right, express or implied, is granted to MGR to allow anyone to manufacture or otherwise produce articles bearing the name VT India, except as permitted through a separate licensing agreement executed by the parties.

B. Subject to the terms of this Agreement, Dr. MGR DU hereby grants to VT India, a non-exclusive license to use the name Dr. MGR DU. No right, express or implied, is granted to VT India, acting on behalf of VT India, to sublicense or otherwise transfer in whole or in part the right to use the name MGR to third parties, and any such right is expressly withheld from this Agreement. No right, express or implied, is granted to VT India, acting on behalf of VT India, to allow anyone to manufacture or otherwise produce articles bearing the name Dr. MGR DU, except as permitted through a separate licensing agreement executed by the parties.

## **VII. Intellectual Property**

Any inventions or copyrighted materials or other intellectual property (collectively "intellectual property") conceived, expressed and/or reduced to practice under the terms of this Agreement by the employees of VT India shall vest in VT India. Any other intellectual property conceived, expressed and/or reduced to practice under the terms of this Agreement by the employees of Dr. MGR DU shall vest in Dr. MGR DU. Any intellectual property made jointly by employees of both parties under the terms of this Agreement shall become the joint property of the parties. The parties further agree that in the event any intellectual property is created jointly under the terms of this Agreement, each party shall grant the other a non-exclusive, fully-paid license to use the jointly developed intellectual property for their respective internal research, teaching and business purposes. The parties further agree to negotiate in good faith and incorporate into a formal agreement provisions related to management, marketing and sharing of royalties related to intellectual property jointly developed under this Agreement.

## **VIII. Publication Rights**

The parties shall be free to publish papers dealing with the results of projects instituted under this Agreement, except that such publication shall not disclose any of the other party's Proprietary Information (as that term is described in Section X) without the written consent of the owner of the Proprietary Information. Each party further agrees to send the other a copy of any such proposed publication thirty (30) days prior

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to submission for publication. Each party, on request of the other, shall delete Proprietary Information in the proposed publication. The parties agrees to delay publication of any information relating to a potential invention until such time as a patent application is filed or such time as otherwise agreed by the other. Any papers published shall give appropriate recognition to the support and authorship received from the other party, if any.

**IX. Proprietary Information**

By "Proprietary Information," the parties mean information of a confidential or proprietary nature provided by one party to the other in connection with this Agreement. Except as provided in the next sentence, the non-disclosing party shall use its best efforts not to disclose, in whole or in part, any Proprietary Information to any third party for a period of three (3) years following termination of this Agreement. The non-disclosing party shall have no obligation to prevent the disclosure in whole or in part, of Proprietary Information that is:

- A. Not identified as Proprietary Information in writing and appropriately marked at the time it is disclosed by the disclosing party;
- B. Already known to the non-disclosing party at the time it is disclosed by the non-disclosing party;
- C. Known to a third party without the wrongful act or breach of this Agreement by the non-disclosing party;
- D. Rightfully received by the non-disclosing party from a third party on a non-confidential basis;
- E. Approved for release by written authorization of the disclosing party; or
- F. Required by law or by lawfully issued subpoena to be disclosed.

**X. General**

A. Neither Party shall hold itself out as being part of, controlled by, or acting on behalf of the other. However, the Parties may inform third parties of the partnership between the Parties.

B. The Parties understand and agree that neither Party, it officers, agents, and employees will be liable for any of the other Party's contracts, torts, or other acts or omissions and that neither party is protected by the other's insurance policies or self-insurance plans.

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Dr. M.G. R. University

VT India





ER. A.C.S. ARUN KUMAR  
President  
Dr. M.G.R.  
Educational and Research Institute  
University

Dr. GURUPRASAD GHOSH  
Vice President  
Outreach & International Affairs  
Virginia Tech.

IN WITNESS WHEREOF, Dr. MGR DU and VT India have set their respective hands the day and year first hereinabove written.

1. C.B. Palanivelu  
(Dr. C. B. PALANIVELU)

2.   
(S. Sukumaran)

1.   
Karl Markgraf

2.   
ROUP L. MAHAJAN

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C. Failure of either Party to enforce any of the provisions of this Agreement shall be not construed as a waiver of that, or any other, provision of any late breach thereof.

D. Any notice under this Agreement shall be deemed given when delivered in person or received in the mail, postage prepaid, and addressed as follows:

If to Dr. MGR DU: Dr. M.G.R. Educational and Research Institute  
University  
Periyar EVR Road,  
Maduravoyal  
Chennai 600 095.  
Tamil Nadu, India.

If to VT India: Dr. Guru Ghosh,  
Vice President for Outreach & International Affairs,  
No.43, Irusappa Street,  
Triplicane  
Chennai 600 005.  
Tamil Nadu, India.

with a copy to:

University Legal Counsel  
Virginia Polytechnic Institute and State University (Virginia Tech)  
236 Burruss Hall  
Blacksburg, Virginia 24061  
United States of America

E. Every paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provision shall nevertheless remain in effect.

F. This Agreement shall be effective as of the date of the execution of this Agreement as provided below.

G. This Agreement shall be binding, to the extent permitted by law, on the successors and assigns of the parties to this Agreement.

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### Annexure I

VT India Research and Educational Forum

List of Equipment's required for Phase 1 of Energy Lab to be invested by Dr. MGR University

S.No	Equipment Name	Brand
1	Box Furnace	Thermo Scientific Fisher
2	Impedance Analyzer	Agilent
3	Hot Plates	Corning
4	Jar Mill	Cole Parmer
5	Hydraulic Press	Cole Parmer
6	Wide Range d33 meter	APC
7	Analytical Balance	Sartorius
8	Cold Isostatic Press	Avure Technologies
9	Ferro Electric Tester	Radiant Technologies
10	Temperature Control System	Lab-Equip
11	Lab Furnitures	Kewaunee
12	FumeHoods	Kewaunee
13	High Voltage Power Source	GlassMan
14	Glove Box	MBraun
15	Solar Simulator	Oriel Instruments
16	CNC Lathe	MTAB
17	CNC Mill	MTAB

09/03/16

Copy of Xerox handed over to  
Dean Dr Ramavaidyanathan and  
Scanned and a copy sent to  
Registrar Dr. C.B. Palaniappan dated  
09/3/16 of Virginia Tech

R. N. Dhillon  
09/3/16

G.G. 