

**MEMORANDUM OF UNDERSTANDING (MoU)**  
**BETWEEN**  
**INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD (IIMA)**  
**AND**  
**HOMI BHABHA NATIONAL INSTITUTE (HBNI)**

**1. PREAMBLE:**

Indian Institute of Management Ahmedabad (hereinafter referred to as IIMA), situated at Vastrapur, Ahmedabad – 380015 is a premier institute carrying out pioneering work in Management education, and is involved in executive education under its continuing executive education program.

Homi Bhabha National Institute (hereinafter referred to as HBNI, which expression shall include its successors and permitted assignees) is a Deemed to be University established under the aegis of Department of Atomic Energy, Government of India. It has ten Constituent Institutions at different locations in the country and one Off-Centre Campus at Bhubaneswar. Of these eleven institutions, four are DAE units and seven are Grant-in-Aid institutes fully supported by the Department of Atomic Energy.

Recognizing the need for training senior executives in various organizations in DAE such as NPCIL, BARC etc., towards empowering and enabling them to efficiently execute their management functions at different levels, HBNI has proposed to offer management training programs to senior DAE officers. The programs will be designed keeping in mind the functions and requirements of DAE officers.

IIMA has come forward to offer such a program to DAE officers wherein the content will be developed in consultation with HBNI. The program duration and timings will also be configured as per mutual convenience.

**2. PROPOSAL:**

Now, HBNI and IIMA which are individually referred to as 'party' and both collectively referred to as 'parties', have agreed to create a long-term association in education and training according to the broad framework set forth in this Memorandum of Understanding (MoU).

**3. OBJECTIVE OF THE MoU:**

The objective of this MoU is to create a framework for HBNI to avail the services of IIMA in providing a customized training program for its senior officers, as per terms and conditions to

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be specified in an Implementing agreement that will be signed between the parties for each program.

#### **4. IMPLEMENTING AGREEMENT (IA):**

4.1 For every program to be organized by IIMA based on a proposal by HBNI, the parties will sign an implementing agreement after mutual acceptance of all parameters.

4.2 From HBNI, Registrar, HBNI will be signatory to the agreement and the Dean-Programmes, IIMA, will be signatory on behalf of IIMA. Additionally, the Chief Operating Officer (COO), EEP, IIMA, will also be signing as a witness.

4.3 The parties will identify an implementation committee consisting of two senior Faculty/Officer from each side to arrive at details of the program.

4.4 The IA will clearly specify all parameters associated with the program, including but not limited to the period, contents, target group and financial implications.

4.5 IIMA will be bound to provide services as mentioned in the IA to the full satisfaction of HBNI, and HBNI will be bound to share all such information and make all such payments that are specified in the IA.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 In case, case studies are developed during the program delivery process, IPR will remain with the respective authors. Ownership rights will be with IIMA, and the use of case studies for subsequent batches by IIMA will be permissible.

5.2 The case studies can also be used by HBNI for their internal programs with prior intimation to the author.

5.3 HBNI agrees that it shall seek permission of IIMA for publishing such case study in any form.

5.4 Reasonable attempts will be made to register the case study developed by IIMA faculty at IIMA case centre and/or get the case study published in a journal. IIMA will not be held responsible if "Case Study" is not selected for publishing in Case Clearing House/Case Centre department at IIMA.

#### **6. CONFIDENTIALITY**

6.1 The parties agree to maintain secrecy and confidentiality of any and all confidential information exchanged or to be exchanged between them in relation to this MoU.

6.2 Both parties agree to restrict access and disclosures of such confidential information to their employees, agents and vendors.

6.3 IIMA agrees that any of HBNI's technical or business or other information including information given for development of any case studies/development of any program

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modules/contents, made available by HBNI or its stakeholders to IIMA would be deemed confidential information, and would not be used except to enhance the value of the program. 6.4 IIMA also agrees that such technical or business information shared by HBNI or its stakeholders shall not be used by IIMA for developing module/contents for any other third party.

6.5 Confidential information shall at all times remain the sole and exclusive property of the disclosing Party. Upon request of the disclosing party, the information shall be destroyed or returned as requested followed by a written confirmation.

For the purpose of this clause Confidential Information shall mean information exchanged between the Parties relating to the Program including:

- Intellectual property information;
- Technical or business information or material not covered in 6.3 above
- Proprietary or internal information related to the Program;
- Information disclosed pursuant to this MoU;
- All such other information – which by its nature or the circumstances of its disclosure is confidential and all such information of whatever nature and exchanged between the parties hereto and which by mutual MoUs to be treated as confidential;
- This MoU and its terms and conditions.

## **7. DISPUTE RESOLUTION**

All disputes regarding quality, specifications and rates shall be tried to be settled mutually by making references to conditions of MoU documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration via appointment of 1 (one) arbitrator, mutually, subject to Arbitration and Conciliation Act 1996 and its amendments, modifications to-date. Arbitration cost to be shared equally by IIMA and HBNI. The place of Arbitration shall be Ahmedabad and any award whether interim or final, shall be made and shall be deemed for all purpose between the parties to be made, in Ahmedabad. The arbitrator shall give a reasoned award. The award of arbitration shall be final and conclusive and binding upon the parties.

## **8. GENERAL TERMS AND CONDITIONS:**

**Prohibition on Advertising:** Neither party shall advertise or otherwise make public that they are furnishing / utilizing goods or service under this MoU, without specific permission of the other party.

**Independent:** Nothing contained in this MoU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. The relationship/rights and liabilities between IIMA and HBNI will at all times be independent in nature. Neither party will have authority to contract for or bind the other in any manner whatsoever. This MoU confers no rights upon either party except those expressly granted herein and does not confer any right upon either party to make any representation or commitment on behalf of the other.



## 9. TERM AND TERMINATION

This MoU shall be valid for a period of three years from the date of signature of the parties (the later of the dates if the parties have not signed on the same date) on this MoU. The MoU can be further extended based on mutual consent. The said extension may be done by way of signing of an addendum to the MoU wherein modifications, if any to the MoU may be brought out and signed by both the parties.

Notwithstanding any of the above terms, this MoU can be terminated by either of the parties by giving the other thirty days' written notice of termination. In the event programs are under implementation at the time of the termination, both the parties agree that these programs will come to a natural fruition as envisaged under the implementing agreement. While terminating this MoU, it is agreed that IIMA will be entitled for payments for teaching and other associated costs made up to the day of cancellation of the MoU and for such cancellation charges of facilities booked either within or outside.

IN WITNESS WHEREOF, the Parties hereto have or have caused their respective duly authorized representatives to execute this MoU

### Signed on:

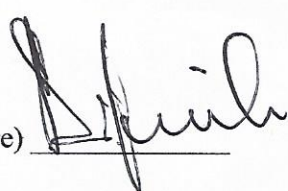
For & On behalf of HBNI

For & On behalf of IIMA

**Homi Bhabha National Institute Mumbai**

**Indian Institute of Management Ahmedabad**

(Signature) 

(Signature) 

Date: 30.5.2024

Date: 06/06/24


Name: **Prof. P.C. Selvin**

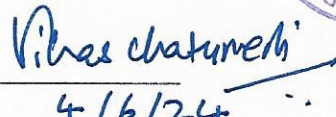
Name: **Prof. Diptesh Ghosh**

Designation: Registrar, HBNI

Designation: Dean Programmes, IIMA

### Witnessed by:

(Signature) 

(Signature) 

Date: 30.5.24

Date: 4/6/24

Name: **Suresh Nair**

Name: **Mr. Vikas Chaturvedi**

Designation: Dy. Registrar

Designation: Chief Operating Officer (COO),  
EEP, IIMA

