

# MEMORANDUM OF UNDERSTANDING

*Between*

**ABB GLOBAL SERVICES LIMITED, BANGALORE**

*And*

**INDIAN INSTITUTE OF TECHNOLOGY DELHI**

*For Creation Of*

**ABB PROFESSORIAL CHAIR**

THIS MEMORANDUM OF UNDERSTANDING made at New Delhi, on 18<sup>th</sup> May 2006 between ABB GLOBAL SERVICES LIMITED, Bangalore, a Company having its Registered Office at Khanija Bhavan, II Floor, East Wing, 49, Race Course Road, Bangalore-560 001 (hereinafter referred to as "Donor") of the ONE PART

AND

INDIAN INSTITUTE OF TECHNOLOGY DELHI, a part of Indian Institute of Technology created by and functioning within the Institute of Technology Act, and located at IIT Campus, Hauz Khas, New Delhi-110 016 (hereinafter referred to as "IITD") of the SECOND PART.

## WHEREAS

1. IITD is one of the prime teaching Institutions in the country especially in the fields of Engineering Technology and Research.
2. Donor is a subsidiary Company of ABB Group, Switzerland, World leaders in the field of Power and Automation Technologies.
3. Donor, in collaboration with IITD, is funding the creation and establishment of an ABB Professorial Chair in the area of Power and Automation at IITD with the objectives as herein specified.
4. Pursuant thereto, Donor and IITD have worked out certain arrangements with a view to set up the said Chair and provide part of the corpus necessary for the purpose.
5. The parties desire to record the terms and conditions and

**NOW, THEREFORE, THIS MEMORANDUM WITNESSETH as follows:**

### 1. Definitions

The following expressions herein used shall, unless repugnant to the subject or context hereof, carry the meaning hereunder respectively assigned to them, namely:

- (i) The chair will be named ABB Chair.
- (ii) Objectives' with reference to the Chair shall mean:
  - (a) A professorship in any of the departments of IIT Delhi as determined by the Management Committee based on the experience and expertise of the faculty member being considered.
  - (b) Teaching and Research in field of Power and Automation
  - (c) Promoting the pursuit of excellence in education and research in the field of Power and Automation including continuing education and consultancy.
  - (d) Acting as a liaison between academics and industry.
  - (e) Encouraging exchange of faculty and/or students (including post-doctoral) between the donor and IITD to facilitate active participation in research related projects.
- (iii) 'Managing Committee' shall mean a Committee consisting of the following members:
  - Director, IITD - Chairman
  - Two nominees of donor - Member
  - Two faculty members of IITD - Member
- (iv) 'Selection Committee' shall mean a Committee consisting of the following members:

- Director, IITD - Chairman
- Two Experts from a panel approved by the Board of Governors IITD - Member
- One nominee of Donor - Member
- Deputy Director (Faculty), IITD – Member

## 2. Appointment and Responsibilities of Professor

(i) The chair will be occupied by a Visiting Professor/Faculty, Professor or Associate Professor, Emeritus Fellow (herein referred as Professor)

(ii) The salary and normal benefits (including housing where applicable) associated with the level of the faculty will be borne by the institute. The department in which the chair resides will be responsible for providing the office and other infrastructure as is normal for a faculty member occupying the chair.

(iii) The Chair will carry an annual grant of Rs 3,00,000 (three hundred thousand) each year. The grant money can be used for research, travel, infrastructure, honorarium or staff recruitment etc. at the discretion of the faculty occupying the chair. The mode of operation of the annual grant as well as its usage will be governed by the norms prevalent for such Chairs at IITD. The principal amount of the grant may be used to offset minor fluctuations in interest rate, additional funding for perks and benefits (e.g. housing) at the discretion of the Management Committee. In no case will the life of the Chair will be less than 20 years. After 20 years the balance of the principal amount will be used by IITD to enhance its corpus or any other manner decided by IITD.

(iv) IITD shall as soon as reasonably feasible and preferably within three months from the date hereof, establish the Chair and appoint a Professor or Associate Professor for the Chair. In case the Chair remains vacant for more than three months, IITD and Donor will take necessary steps to ensure that the Chair is filled at the earliest.

(v) The "appointment" against the Chair is nominally made for a period of up to five years, but such that it does not extend beyond his/her term of employment as Associate Professor or Professor, or Visiting Faculty/Professor or Emeritus Fellow/Professor. However, continuation into the fourth and fifth years will be subject to a review at the end of the third year. Further, an individual may be eligible to be considered for re-appointment, together with other eligible candidates, for a period of up to 5 years (without a break) any number of times.

(vi) IITD will follow its normal established procedure for inviting applications for appointment against the Chair.

(vii) The appointments shall be made by IITD on the recommendation of the Selection Committee.

(viii) The Professor appointed to occupy the Chair shall be expected to fulfill the normal obligations of a Professor of IITD and to undertake activities related to the objectives of the Chair as mentioned above.

## 3. Working of the Chair and Review

(i) The Professor will give a comprehensive presentation of his/her work at least once a year.

(ii) The Managing Committee will review the functioning of the Chair as well as utilization of funds.

(iii) The review of the Managing Committee will include:

- The details of income and expenditure during the previous year
- The details of work undertaken by the Professor during the previous year
- Research and academic work proposed to be undertaken in the coming year.

(iv) The decisions of the majority of the members of the Management Committee shall, in the absence of unanimity, be the decision of the Managing Committee.

## 4. Endowment for the Chair

(i) The Donor shall make an endowment of a lump sum of INR 5,000,000 (Five Million Indian Rupees) to IITD to institute the Chair Professorship as herein specified. The earnings from this endowment shall be utilized exclusively for the annual grant. Towards that end, IITD will send each year to Donor an audited statement of account of the chair for the amount spent for the chair during the previous year, with details of the expenditure.

(ii) Excess of earnings over expenditure as well as vice versa will be informed to the Donor. The unutilized earnings for the period the chair remains occupied will be credited back to chair account and will be

exclusively utilized for maintaining the chair. In the case of a major shortfall in the earnings, IITD may approach the Donor for enhancement of the endowment or reduce the annual grant as appropriate.

#### 5. Facilities and Intellectual Property

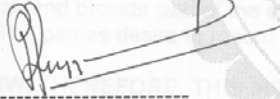
- (i) IITD through the chair shall establish and facilitate the Institution of research project in field of Power and Automation in the form of Ph. D. and PG/UG projects.
- (ii) IITD acting through the Chair Professor would also enable the industry to have access to the well established facilities of IITD on mutually agreed terms.
- (iii) If any outcomes of the research done by the Chair Professor lead to publication of papers, monographs etc., the role of the Donor will be duly acknowledged. Any outcomes leading to registerable Intellectual Property Rights in respect thereof in the form of patents or designs or copyrights shall be governed by the norms prevailing at IITD for its faculty members. The role of the Donor will be acknowledged to the maximum extent possible.
- (iv) IITD shall forthwith inform the Donor through the chair of any significant development which leads to the creation of an intellectual right, whether register able or not.

#### 6. Effective Date

- (i) This Memorandum is subject to the approval of the academic/administrative authority of IITD.
  - (ii) Once approved, this Memorandum shall come into effect from the date hereof.
  - (iii) All the matters of the dispute shall be executed subject to the jurisdiction of Delhi Court only.
- IN WITNESS WHERE OF, the parties here to have signed this Memorandum of Understanding by the hand of Mr. Ravi Uppal, Director, ABB Global Services Ltd and by the hand of Prof Surendra Prasad, Director, Indian Institute of Technology Delhi on the day, month and year referred to above.

Signed By:

Ravi Uppal  
ABB Global Services Ltd



Date: 18-5-2006

Signed By:

Surendra Prasad  
IIT Delhi



Date: 18.05.06

