

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NDTV LABS LIMITED**  
**AND**  
**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

The Memorandum of Understanding (MOU) made and entered into on fourteenth day of March, 2008 amongst the following parties having their locations and address as mentioned against each as follows:

NDTV Labs Limited  
207, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase 3,  
New Delhi – 11 00 20  
Tel: 011 2644 6666 Fax: 011 4143 3330  
(herein called NDTV Labs)

Indian Institute of Technology Kanpur  
P.O. IIT Kanpur,  
Kanpur UP 208 016  
Tel: 0512-590151 Fax: 0512-590260  
(herein called IITK)

**1. PREAMBLE**

NDTV Labs Limited is engaged in Media Education, Digital Cinema Solutions, System Integration, Media Application Development and Out-Of-Home technology solutions. NDTV Labs has always been forerunners in the media technology and has won several awards for the past 6 years in Innovations in Engineering and has set up various Broadcast facilities internally and internationally. These initiatives in running various broadcast channels for more than 18 years has resulted in NDTV Labs developing Go to Air solutions. NDTV Labs felt the need to develop Media Specialists for the industry both in Technology and Creativity. NDTV Labs proposes to do so by setting up a Center of Excellence in academia to undertake Research & Development, Education and Training in the Media and New Media Technology. The R&D facility is to be called NDTV Lab, while the Education and Training facility is to be called NDTV Akademi.

Indian Institute of Technology Kanpur (IITK) is a national institute of eminence engaged in teaching, research and development in many areas of Physical Sciences, Engineering, Technology, Management and Design and has eminent faculty and excellent research facilities. IIT Kanpur was established by an Act of the Parliament of India as an institution of national importance vide The Institutes of Technology Act 1961 (No.59 of 1961) which received the assent of the President of India on 19 December 1961 and was published in the Gazette of India Extraordinary, Part II, Section 1, No. 63, dated 20 December 1961. IITK is desirous to undertake basic research, teaching as well as professional development activities in different areas relevant to Media Technology.

Now THEREFORE in consideration of the twining interest the parties hereto agree to setup

**NDTV Laboratory for Education and Research in Media Science, Technology & Design**

at IIT Kanpur

**2. SCOPE OF MOU**

The MOU details the structure and processes of NDTV Lab – For Education and Research of Media Science, Technology & Design at IIT Kanpur to be jointly set up and run by NDTV Labs and IITK and to be located at IIT Kanpur for pursuing research, development and other professional activities in MEDIA SCIENCE, TECHNOLOGIES & DESIGN

The mission of NDTV Labs For Education and Research of Media Science, Technology & Design is to conduct Certificate courses, Short-Term courses and Long-term courses and to conduct high quality Research & Development and competency building in various areas related to MEDIA SCIENCE, TECHNOLOGIES & DESIGN thereby providing knowledge base and technology leverage to NDTV Labs to be the best value provider of Media Technology and other chosen fields.

**3. OBJECTIVES**

1. To conduct Research & Development in Science, Technology and Design relevant to the field of Media
2. To conduct Professional, Vocational and Certificate Courses in Broadcast and New Media technologies.
3. To organise other professional activities like Conferences, Workshops and Seminars in Media and New Media Technologies.
4. To organise continuing education programmes in areas related to Media and New Media Technologies.
5. To establish tripartite relationship between NDTV LABS, IITK and other international education and development body to nurture and support growth of science and technology of Media and New Media so that India will be a global leader in Media Technologies.
6. To expand and leverage the scope of existing Design education at the post graduate level at IITK
7. To impart training at an undergraduate level through elective courses in Media Technology

**4. ORGANISATION**

The NDTV Labs For Education and Research of Media Science, Technology & Design will have a core faculty consisting of the faculty members from IITK whose interest lie in areas related to Media Technology. It will also have a team of research engineers supporting staff assisting the faculty in R&D and also maintaining the facilities and infrastructure. In addition there will be project staff appointed for the projects running in the lab. All such staff of the laboratory will be appointed as per the rules of the Institute.

The lab will have an apex committee with Director IITK as Chairman and Chairman of NDTV or his nominee as Co-Chairman. It will meet yearly or as often as required to review the progress as well as pass the Annual Plan for the Next Year of the lab.

The lab will have a Management Committee which will meet quarterly to review the projects and also consider new projects proposed by the faculty. The Dean of Research and Development will be the Chairman with the nominee of NDTV as Co-Chairman. Head of Department of Electrical Engineering and the Head of Design Programme or their nominee will be permanent members. Faculty from other relevant departments will be nominated on this committee, and may be on a rotational basis as may be decided from time to time. The lab's activities will be run by a Coordinator, appointed by Director, IIT Kanpur.

The NDTV Labs For Education and Research of Media Science, Technology & Design will organise a brainstorming session once a year wherein a team of R&D professional from NDTV Labs Ltd. and the faculty of IIT-K meet to discuss the recent developments in Media Technologies and their implications and chalk out an action plan. The faculty will then translate the Action Plan into Projects, which will be put up to funding agencies such as DST. NDTV Labs Ltd. commits to bear 50% of the cost of such projects.

IIT Kanpur will provide all infrastructure support to the projects and other activities of the NDTV Labs – For Education and Research of Media Science, Technology & Design. It will give full support to the faculty for securing funding for the projects from governmental agencies.

## **5. BUDGET**

A building including the furniture and equipment to house the NDTV laboratory for Education and Research of Media Science, Technology & Design will be funded by NDTV Labs on a mutual cost-sharing basis with IITK for which IITK agrees to provide land in their campus.

The revenue shares for research, education, professional training, recurring expenditure and other activities would be defined from time to time and will be governed by separate agreements.

## **6. INTELLECTUAL PROPERTY RIGHTS**

Any patent arising out of the work proposed to be carried out under this MOU will be owned jointly by NDTV Labs and IIT-K. NDTV Labs and IITK shall seek each other's permission before assigning any such intellectual property rights to a third party.

## **7. CONFIDENTIALITY**

During the tenure of this MOU, IITK on its behalf and on behalf of its employees agrees to maintain strict confidentiality of the work packages assigned by NDTV Labs. Such confidentiality extends to all information such as drawings and software codes received from NDTV Labs as well as know-how generated during the execution of the project work. Disclosure thereof for any purpose other than in accordance with this MOU shall be a breach of this agreement.

## **8. FORCE MAJEURE**

If the complication of any work is delayed due to reason of Force Majeure nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic, and

civil commotion, IITK shall without any delay give notice to NDTV Labs for extension of time. On receipt of such notice, NDTV Labs may agree to extend the time of completion as may be reasonable, but without prejudice to other terms and conditions of this agreement.

**9. LIABILITY**

NDTV Labs shall not be liable for any claim of personal loss arising out of any such activity / accident during the course of execution of the work covered under this MOU.

**10. ARBITRATION**

In case of any dispute, the case will be referred to the Chairman of NDTV and Director, IIT Kanpur in the first instance, and or any statutory enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be binding on both the parties. In case, however, the arbitrators are unable to come to a conclusion, then they may decide to appoint an umpire whose decision shall be final and binding on both the parties.

**11. DURATION OF MOU**

The duration of this MOU shall be for a period of Five Years from the date of signing. Ownership of IPRs shall continue beyond the period of MOU till the expiry of the IPRs.

Seal of the Parties

In witness whereof the parties hereto have signed this agreement on the day, month, and year mentioned hereinbefore

For NDTV Labs Limited

For I. I. T. Kanpur

Dr. Prannoy Roy

Dr. Sanjay G. Dhande

Chairman

Director

In the presence of Witnesses:

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2. \_\_\_\_\_