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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made between

- National Institute of Technology Durgapur, West Bengal-713209, INDIA, as the First Party
- Central Board of Irrigation and Power, having its Head Office at Plot no-4, Institutional Area, Malcha Marg, Chanakyapuri, New Delhi 110021, INDIA (hereinafter referred to as CBIP), as the Second Party.



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PREAMBLE

Whereas National Institute of Technology Durgapur is a leading institution of higher and technical education and research in the country. The Institute imparts education in the disciplines of Chemical Engineering, Civil Engineering, Computer Science and Engineering, Electrical Engineering, Electronics and Communication Engineering, Mechanical Engineering, Metallurgical and Materials Engineering, Biotechnology, Physics, Chemistry, Mathematics, Environmental science, Materials Science, Management Studies and Humanities and Social Sciences.

CBIP, COE a premier institution constituted by Government of India in 1927, is a non-profit organization and is recognized by Ministry of Power, Central Electricity Authority certified training institute serving the nation in the disciplines of Water Resources, Power and Renewable Energy sectors for more than 94 years. CBIP has acquired over the years, expertise and capabilities in organizing national and international workshops, training and seminars related to water resources and power sector. CBIP has also acquired over the years, expertise and capabilities in areas related to evolving product specifications and providing consultancy to both national and international organizations. It was graced on many occasions by H.E. President of India and the Hon'ble Prime Ministers of India. CBIP is also an ISO certified organization.

Whereas National Institute of Technology (NIT), Durgapur and CBIP consider it prudent to develop a working arrangement of close relationship and therefore desire to collaborate in jointly organising activities such as national / international level both conventional and Online seminars / conferences / symposiums, conducting studies, preparing reports, study missions, case studies, competency development, project and program management, real time simulation programs, knowledge sharing platforms, HR related live / online workshop for all corporate world right from Govt and Pvt organizations etc.

Therefore, it is agreed to by both the parties, through the instrument of this Memorandum of Understanding (MoU), as follows:

CLAUSE 1: SCOPE OF MoU

This MOU details the modalities and general conditions regarding the collaboration between National Institute of Technology (NIT), Durgapur and CBIP from enhancement of quality service through various activities, viz. joint assignments, seminars, conferences, training programs, competency development, real time simulation programs, joint studies and surveys, knowledge sharing and action plans identified by National Institute of Technology (NIT), Durgapur and / or CBIP.

CLAUSE 2: MODALITIES AND TERMS OF COLLABORATION

The following have been agreed to:

- 2.1 National Institute of Technology (NIT), Durgapur and CBIP will jointly identify programs of mutual interest areas. Either National Institute of Technology (NIT), Durgapur or CBIP shall be the lead partner for each activity, depending upon the role agreed to mutually prior to undertaking the activity for implementation.
- 2.2 They will provide to each other the required infrastructure and technical / secretarial support / knowledge for the joint activity identified.

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- 2.3 Either party may take services of other agencies, wherever necessary, for smooth completion of the work, provided. However, the individual party offering such services through other agency shall bear the responsibility and obligation of satisfactory rendering of the services being offered.
- 2.4 Both National Institute of Technology (NIT), Durgapur and CBIP will work together within the broad policies of their respective organizations.
- 2.5 Both National Institute of Technology (NIT), Durgapur and CBIP will make all efforts jointly to identify various opportunities in India and abroad where such services are in demand.
- 2.6 Publications brought out based on such activities will be jointly edited / contents agreed to by National Institute of Technology (NIT), Durgapur and CBIP but the main role shall be with the lead partner.
- 2.7 This MoU will be applicable to any new activity undertaken by either of the two parties in the area of the Long Term and Short term courses mainly like Internship and Summer Training (6-8 week duration) and Final year project for the B Tech students for those who will come to CBIP for training, in joint guidance mode, one from NIT and another from CBIP whereas under and Technical support from CBIP in setting up the advance experimental setup for our laboratories whereas under Short term program, workshop for the student, technical staff, and faculty members of the department (5 Days) may be listed as defined in CBIP Training Calendar under power, Smart Grid, Grid Automation, Smart Metering, Sub-Transmission Line and Grid Sub-Station O & M from EHV to LV level, Renewable Energy Integration with/without Grid, Automation, IOT, AI & ML with Drone Technology integration, SCADA/DMS, Safety, Quality Inspection and Smart Cities domains as mutually agreed to. For any new activity in the Power sector covered under this MoU, the lead partner shall consult with the other partner before associating with any third party as a sponsor / partner for the proposed activity.
- 2.8 Both the parties will support each other's endeavours in academic and research activities through the following aspects, though not limited to:
 - (i) Joint supervision of Ph.D. research
 - (ii) Joint supervision of projects of post graduate students
 - (iii) Formation of joint research groups
 - (iv) Exchange of faculty / officials in areas of mutual interest
 - (v) Exchange of scientific and technical information
 - (vi) Undertaking collaborative research activities through participation in nationally and internationally funded projects
 - (vii) Jointly organize events such as seminars, workshops, conferences and training programmes
 - (viii) Training of students as per facilities and resources available
 - (ix) Any other matter/s as agreed, which are not covered above
- 2.9 This MoU will not restrict National Institute of Technology (NIT), Durgapur and/or CBIP to carry out independent activities as is being done without this MoU. The MoU will be effective only when both the parties desire to carry out any activity jointly.

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3.0 There can be a situation that a Lead partner may have involvement of other parties, the other partner should be kept informed.

CLAUSE 3: RESPONSIBILITIES OF THE LEAD PARTNER

The lead partner shall provide the following to the other partner:

- 3.1 Identify an activity / event to be jointly organized.
- 3.2 Print brochures and other publicity material after taking approval of the other partner.
- 3.3 Provide five copies of the proceedings of each activity free of cost to the other partner.
- 3.4 Provide the final list of participants with contact details / report within mutually agreed period of completion of the event / activity.

CLAUSE 4: RESPONSIBILITIES OF THE OTHER PARTNER

The other partner shall provide the following to the lead partner:

- 4.1 Shall make available expertise, infrastructure and training facilities etc. to the extent available for implementation of the joint activity.
- 4.2 Shall contact resource personnel / speakers / participants etc. from their network as and when desired by the lead partner.
- 4.3 Shall identify a coordinator / one-point contact within its organization to interact with the lead partner for various activities connected with the initiative.

CLAUSE 5: JOINT RESPONSIBILITIES OF NIT, Durgapur and CBIP

National Institute of Technology (NIT), Durgapur and CBIP will provide to each other:

5.1 Both parties mutually agree to identify various areas of interest, and depute faculty/officials as per the requirements with mutual consent. The inviting institution shall extend local hospitality to the deputed person.

Both the institutions shall identify faculty/officials for accomplishing the above laid down objectives. Each party shall attempt to make such faculty/officials available as and when required.

Both the institutions shall organize regular faculty/official interactions/meets to promote research interaction and collaboration among their faculty/officials.

5.2 Expertise available with both the parties shall, if needed, be utilized for projects jointly undertaken under the agreement.

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5.2 Utilization of expertise and resources available with National Institute of Technology (NIT), Durgapur and CBIP.

CLAUSE 6: FINANCIAL ARRANGEMENTS

- 6.1 Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
- 6.2 The lead partner, in consultation with the other partner, will fix participation fee, sponsorship fee, advertisement fee etc., as applicable for each activity / event or as agreed, within the broad policy of each organization.
- 6.3 Both the parties shall collect such fees through their respective networks and maintain its account separately, or as agreed.
- Both partners shall agree on a revenue sharing formula between them for each activity depending upon the scope of inputs from each partner.
- 6.5 The lead partner shall allow up to two persons and 2 office bearers of the other partner to participate in the event related to seminars, conferences and symposiums free of cost.

CLAUSE 7: EFFECTIVE DATE AND DURATION OF MOU

The MoU remains in place for a period of (5) years from the date of signing of the agreement and may be renewed for a further period of (2) years or such time period as agreed by both the parties in writing. If the MOU is not actively renewed, it expires automatically.

CLAUSE 8: AMENDMENTS TO MOU

No amendment to this MoU shall be valid unless the same is made in writing and agreed by both the parties and their authorized representatives, specifically stating the same to be an amendment to this MoU. The amendments shall be effective from the date of which they are made / executed, unless otherwise agreed to.

CLAUSE 9:

- (i) No party shall have the right to use the name or logo of the other party without the prior approval of that party in writing.
- (ii) The terms of this MoU may be modified/ amended at any time subject to mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- (iii) The MoU may be terminated by either party by giving 3 months written notice. In the event of termination, both parties shall ensure that the interest of students working/projects under this MoU is safe-guarded to the extent possible.

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CLAUSE 10:

Each individual research collaboration shall have separate agreement/terms of contract that addresses issues such as Intellectual Property Right (IPR), funding pattern, disclosure of confidential information etc.

CLAUSE 11:

In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by both the parties. All such decisions shall be taken into account the status of students working/projects under this agreement and the interest of such students/ projects shall be guarded as much as possible.

CLAUSE 12: EXECUTION OF THE MOU

Now, based on the aforementioned promise(s), the parties put their signatures on this MoU on - 29th of Nov 2021-

This MoU has been executed in two originals, one each to be retained by each party.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

National Institute of Technology Durgapur Mahatma Gandhi Avenue, Durgapur-713209

West Bengal

(A. K. Dinkar)

Secretary **CBIP**

WITNESSES

1. Sankar Narayan Mahato 1. SANSBEV SINGH DIRLD Out
2. ABOL. (Dr. SUPRIYA PAL 2. Standy (Bukanya Wandy)

Date: 29, 11, 2021

Place:

