



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AK 817406

Memorandum of Understanding (MoU)

Parties

This Memorandum of Understanding (MoU) is entered into on this the 11th day of February' 2022 by and between

National Institute of Technology, Durgapur, a body corporate constituted under the National Institutes of Technology, Science Education and Research Act, 2007, located at M G Avenue, Durgapur -713209 (hereinafter referred to as 'NITD' which expression shall, where the contexts so admits, include its successors and permitted assigns) of the ONE PART.

AND

Steel Authority of India Ltd., a Govt. Company incorporated under Section 617 of the Companies Act (Act I of 1956), having its registered Office at Ispat Bhawan, Lodi Road, New Delhi - 110003, and one of its units and integrated Steel Plants known as **Durgapur Steel Plant** at Durgapur -713203, (hereafter referred to as 'SAIL DSP' which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the OTHER PART.

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2. Preamble

NITD is a premier academic institute with INI (Institute of National Importance) status having a collective of highly qualified Professors engaged in imparting quality technical and scientific education and students in higher studies and research in different disciplines of engineering, science and management studies

SAIL-DSP is one of the integrated steel Plants of Steel Authority of India Ltd. at Durgapur committed to nation-building under the Make in India initiative of the Government of India by producing high-quality products and by-products like Sulphate, Benzene, Benzol etc

3. Objective

The objective of this MoU is to create a platform of Industry-Academia collaboration for synergy between industry and academics, especially in the wake of Industry 4.0 revolution, in order to achieve organizational excellence in areas of mutual interest by facilitating interaction, innovation, research, application and training for effective sharing of knowledge and information.

4. Scope

This MOU is of generic nature to enable DSP and NITD to engage with each other for any of the following activities as per mutually agreeable terms and conditions to be finalized on case to case basis for which separate Memoranda of Agreements (MoAs) may be signed if required:

- i. Utilization of each other's facilities & expertise as per requirements
- ii. Joint Research & Development projects and field studies by NITD faculty and SAIL DSP personnel, including those involving innovation and creativity and leading to

- publications, patents, copyrights etc. (to be addressed in the separate MoAs since approvals would be required in specific cases)
- iii. Professional consultancy by NITD faculty to solve industry related problems identified by DSP.
 - iv. Benchmarking of processes and academics through meaningful mutual inputs.
 - v. Seminars, conferences, or workshops on topics of mutual interest involving participation of faculty/employee/experts of NITD and SAIL DSP.
 - vi. Lecture sessions by experts from DSP at NITD for NITD students and from NITD faculty at DSP for DSP personnel.
 - vii. Inclusion of experts from DSP in academic committees at NITD.
 - viii. Mentoring Graduate/Post-Graduate/Research Scholars of NITD for internships/projects/ thesis at SAIL DSP.
 - ix. Industry based real-time projects for NITD students under joint supervision of NITD and DSP.
 - x. Exposure of NITD students to environment in steel making industry and its allied challenges.
 - xi. Vocational Training (VT) for B. Tech students of NITD at DSP during summer and winter vacation.
 - xii. Industrial visits of NITD students to DSP.
 - xiii. Training programmes / skill enhancement programmes for DSP personnel.
 - xiv. "Professional Research Scholar from Industry" for eligible DSP personnel for PhD Degree under "Industry Research Program" at NITD as per prevailing PhD regulations.
 - xv. Any other issues decided by DSP & NITD as and when required.

5. Role of NITD

- i. Providing technical support for joint projects by utilizing the capacity in their Laboratories/Innovation Hubs and through visit to SAIL DSP premises.
- ii. Rendering specialized services for implementation of the projects identified by SAIL DSP - by intimating detailed scope of work, time frame and financial charges,

- nominating project team and coordinator, studying the problems, conducting site visits, collecting data, providing analysis and recommending possible solutions for evaluation by DSP before acceptance and implementation or incorporating modifications and alterations till final acceptance of DSP.
- iii. Facilitating industry-based projects under joint supervision with DSP experts.
 - iv. Facilitating invited lectures by its experts at DSP
 - v. Mentoring and encouraging B.Tech./M.Tech. students and Research Scholars of NITD for undertaking Internships / Projects at SAIL DSP.
 - vi. Considering eligible DSP personnel for “Industry Research Program” as per its PhD regulations.
 - vii. Organizing Training programmes / skill development programmes for DSP personnel when solicited.

6. Role of DSP

- i. Identifying problems for availing expertise of NITD and providing the estimated benefit on resolution of the problems.
- ii. Extending facilities and support to NITD for finding solutions to the problems and implementing the same under joint supervision.
- iii. Participating in specific project teams along with NITD and nominating coordinator for each project.
- iv. Provide all necessary assistance to NITD personnel working for implementation of identified projects.
- v. Facilitating vocational training and industrial visits by NITD students at DSP.
- vi. Encouraging its personnel to join the “Industry Research Program” of NITD.
- vii. Facilitating invited lectures by its experts at NITD.

7. NIT-DSP Coordination Committee (NDCC):

- i) There shall be a Coordination Committee to be known as NITDSP Coordination Committee (NDCC) comprising of nominees of each party which would be

responsible for coordination and effective implementation of the MOU and also for monitoring and reviewing the collaborative programmes. At least one nominee from each party shall have his tenure of service longer than the 5 years term of the MOU.

ii) The present nominees of each party who will constitute the NITDSP Coordination Committee on the commencement of the MoU are as under :

Sl.	DSP	NITD
1.	Shri Amarnath Banerjee Chief General Manager I/c (Services)	Shri Pathik Kumbhakar Dean Academic Research
2.	Shri Ajoy Kumar Chakarborty Chief General Manager I/c (M&U)	Shri Kartik Chandra Ghanta Dean Research and Consultancy
3.	Shri Rajeev Kumar Chief General Manager I/c (Iron & Steel)	Shri Supriya Bera Professor and HOD (Metallurgical & Materials Engineering)
4.	Shri Smarajit Jee Jachuck Chief General Manager (P&A and HRD)	Shri Subrata Banerjee, Professor Electrical Engineering
5.	Shri Om Prakash Sharma Chief General Manager (A&I)	Shri Sandip Kumar Lahiri Associate Professor, Chemical Engineering

iii) The decision / guidance / advice of NDCC shall be final in all technical and financial matters. All proposals/solutions regarding any activity or project will be presented to NDCC for its decision / guidance / advice regarding implementation, supervision and subsequent evaluation and completion of the activity / project.

8. Financial Aspects

- All activities that may have financial implication shall be worked out jointly through the agreement of both the parties and a separate agreement shall be arrived for each of these financial activities on case to case basis.
- Both parties agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two parties, including

- technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.
- iii. As such this MoU has no financial implication on each other, and 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.
 - iv. Both NITD and DSP agree that no legal or financial liability shall accrue in the event of force majeure conditions such as natural calamities, strikes, lockouts, civil, commotion, riot, accident or any other Acts of God beyond the control of the parties to the agreement.
 - v. 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.

9. Publication and Patents:

- i. Intellectual Property generated out of independent research activities of either party will be owned solely by such party.
- ii. Intellectual property generated out of joint research activities during the course of MoU shall be shared between the parties as per the understanding and agreement for each of these activities.
- iii. Any patent arising out of the investigation / work made by NITD shall be the joint property of NITD & DSP inventors. Necessary expenditure and maintenance charges will be borne jointly (equally divided) by NITD and DSP.
- iv. Either of the parties can publish research / study results keeping the IPR of the other party secured. In case the IPR of the other party is necessary to be disclosed in the research / study results, the same can be published after obtaining prior consent of the other party which shall be given within 30 days of the request through a process of acknowledgment.
- v. All publications concerning joint / collaborative work in the programme of co-operation will be co-authored by the concerned staff / research fellow of NITD and the concerned personnel of DSP.

10. Validity:

- i. This MoU will remain valid for a period of FIVE years from the date of signing of the agreement with provision for yearly review by the NDCC. Either organization may terminate the MoU at any time by giving six months notice to the other. However, termination of the MOU will not in any manner affect the interests of the students/faculty/engineer who have been admitted to pursue a program under the MOU.
- ii. During the tenure of the MoU or thereafter, both DSP and NITD will be free to take up similar or same type of work independently and will be free to enter into similar MoU with other parties.
- iii. Any clause or article of the MoU may be modified or amended by mutual agreement of DSP and NITD.
- iv. This MoU may be renewed or extended further with mutual consent for a period mutually agreed by the parties.

11. Confidentiality Obligation:

- i. All information and documents to be exchanged pursuant to the MOU will be kept confidential by both the parties and shall remain the exclusive property of the disclosing party. The parties agree that this MOU and the disclosure of the confidential information do not grant or imply any license, interest or right in respect of any intellectual property right of the other party.
- ii. During or even after the tenure of the MoU, both NITD and DSP undertake on their behalf to maintain strict confidentiality and prevent disclosure of all the information and data exchanged / generated pertaining to work under this agreement for any purpose other than in accordance with this agreement.
- iii. Each party shall protect the Confidential Information of the other party using the same degree of care it uses for its own confidential information, but in no event less than

reasonable measures to prevent the disclosure and unauthorized use of confidential Information of the party.

12. Disclaimer

Each party shall be solely responsible for its own acts and omission (including the acts and omissions of its employees and other agents) and neither party will have the authority nor will purport to act, or legally bind, the other party with a third party except as agreed in writing by the parties.

13. Resolution of Disputes:

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the parties shall resolve such differences or disputes in a spirit of mutual understanding and co-operation through mutual consultation between the authorized persons of NDCC.

If such disputes are not resolved in the NDCC, the same shall be presented to Director, NITD and Head of Personnel, SAIL - DSP for their joint decision which shall be binding on both parties.

If the disputes cannot be resolved in the above manner, the same shall be resolved as per Arbitration and Conciliation Act, 1996 by reference to a Sole Arbitrator to be appointed mutually by both parties. The seat and venue of arbitration shall be at Durgapur and all legal proceedings if any shall be instituted in Courts having territorial jurisdiction with respect to Durgapur.

14. Survival of provisions upon termination:

Notwithstanding other terms of this MOU, provisions regarding confidentiality, dispute resolution and governing law shall survive even after termination of this MOU and shall have a binding effect.

In WITNESS WHEREOF, the parties above named are executing this MOU through their duly authorized representatives in two originals, one to be retained by each party, on the date first written above at Durgapur House, Durgapur Steel Plant, Durgapur.

For and on behalf of

**National Institute of Technology,
Durgapur**

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Signature

Name : **National Institute of Technology**

Designation: **Durgapur (W.B.) INDIA**

Seal: **Prof. A. Basu**

National Institute of Technology

Mahatma Gandhi Avenue

Durgapur - 713209 (W.B.) INDIA

Witness 1

For and on behalf of

**Steel Authority of India Ltd
Durgapur Steel Plant, Durgapur**

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Signature

Name :

Designation:

Seal:



आर. मुनीराजु/R. MUNIRAJU
कार्यपालक निदेशक (का० व प्र०)/Executive Director (P & A)
डि.एस.पि एवं ए.एस.पि/DSP & ASP

Witness 1

Signature

Name :

Address:

[Handwritten Signature] 11.02.22
Prof K C Chandra
MT Durgapur

Witness 2

Signature

Name :

Address:

[Handwritten Signature] 11 Feb 2022
Prof N. Banerjee
NIT Durgapur

Signature

Name :

Address:

[Handwritten Signature] 11/2/22
Smrajit Jee Jachuck
CGM P&A and R&D/DSP&ASP
SAIL - DSP, Durgapur

Witness 2

Signature

Name :

Address:

[Handwritten Signature]
ओम प्रकाश शर्मा
CGM (A&I), DSP