

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum Of Understanding is made on this 07 day of APRIL, Two Thousand Fifteen between **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH a Society registered under the Societies Registration Act (XXI of 1860), and (having its Registered Office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi - 110 001** (hereinafter called 'CSIR' which expression shall include its successors-in-interest and assigns) of the one part;

**AND**

**National Institute of Technology** having its campus at **Mahatma Gandhi Avenue, Durgapur-713209, West Bengal India** (hereinafter called NIT which expression shall unless repugnant to the context includes its successors and assigns)

However for any reference on execution of this agreement on behalf of the CSIR on all developmental matters, **Central Mechanical Engineering Research Institute, a Constituent Laboratory under CSIR having its office at Mahatma Gandhi Avenue, Durgapur-713 209** may be referred in the first instance.

CSIR-CMERI is one of the constituent laboratories of CSIR having expertise in Surface Engineering and Tribology, Simulation and Modeling, Robotics and Mechatronics, Microsystem Technologies, Near Net-shape Manufacturing, Thermal Engineering, Process Plant Engineering, NDT and Metallurgy, Advanced Materials Processing, Condition Monitoring & Residual Life Assessment with proven track record in product and process development for engineering applications, is also engaged in the high end technology areas.

NIT is a leading Institution of higher and technical education and research in the country. To promote academic and research co-operation the two institutions agree to the following broad terms of co-operation.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE INSTITUTIONS HERETO AS FOLLOWS

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## **1.0 SCOPE OF MoU**

- 1.1 Both the Institutions will support each other's endeavors in delivery of academic programmes and research activities through the following though not limited to:
- a) Joint supervision of Ph.D research
  - b) Joint supervision of projects of post graduate students
  - c) Formation of joint research groups
  - d) Exchange of faculty / scientists in areas of mutual interest
  - e) Exchange of scientific and technical information
  - f) Undertaking collaborative research activities through participation in nationally and internationally funded projects.
  - g) Jointly organize events such as seminars, workshop, conferences and training programmes
  - h) Training of students as per facilities and resources available
  - i) Sharing of Library facilities
  - j) Appointment of Adjunct Faculty
  - k) Offer discounted rates to the other institution for testing and analysis
  - l) Any other matter(s) as agreed which are not covered or not.
- 1.2 Both Institutions 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.
- 1.3 No Institution shall have the right to use the name or logo of another Institution without the prior approval of that Institution in writing.
- 1.4 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 Institutions execute them in writing.

## **3.0 Responsibilities of both the Institutions**

- 3.1 Both Institutions mutually agree to identify various areas of interest and depute faculty/scientist as per the requirements with mutual consent. The inviting institution shall meet the travelling expenditure and any honorarium/remuneration as may be applicable. The inviting institution shall make necessary board and lodging arrangements for the deputed person.

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- 3.2 Both the institutions shall identify faculty/scientist for accomplishing the above laid down objectives. Each Institution shall attempt to make such faculty/scientist available as and when required. Such identified faculty/scientist may be given Visiting or Adjunct faculty/scientist appointments in accordance with the norms and procedures of the host institution.
- 3.3 Both the institutions shall organize regular faculty/scientist interactions/meets to promote research interaction and collaboration among their faculty/scientist. These meets may be organized for entire institute or specific to any department or school as per mutual convenience.
- 3.4 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.

#### **4.0 VALIDITY**

This MoU shall be in full force and effect from the date of signature hereof **for a period of 5 years**. Either organization may terminate this MoU at any time by giving six months notice in writing to the other. In the event of termination programs under way shall be allowed to be completed according to the terms that have been agreed upon.

#### **5.0 ARBITRATION AND JURISDICTION**

In the event of any dispute or difference between the Institutions hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"), Government of India, in terms of the Office Memorandum No. 55/3/1/75-CF. dated the 19th November, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) Government of India, as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may

*Samal*

*P. Singh*

