



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 575319

### Memorandum of Understanding (MoU)

1. **Memorandum of understanding (MoU)** is entered into as of March the 17 th, 2009 (the "EFFECTIVE DATE") by and between

**National Institute of Technology, Durgapur**, a society registered under the societies registration Act of 1960, 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

**Durgapur Steel Plant, a unit of Steel Authority of India Ltd.**, having its works at **Durgapur** (hereafter referred to as '**DSP**' which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) on the OTHER PART.

*[Signatures and stamps]*



## 2. Preamble

Whereas NITD is a leading educational institution with INI (Institute of National Importance) status imparting quality education and research facilities in engineering and science disciplines, with core competency in the area of Civil, Chemical, Electrical, Mechanical, Metallurgical and Material Science, Corrosion Science, Bio Technology, Computer Science and Electronics.

Whereas the DSP having its steel-manufacturing units at Durgapur is interested in carrying out various R&D projects, solutions, services and training activities to persons in mutually agreed area with NIT, Durgapur regularly in future.

## 3. Objective

- Achieving organizational excellence by creating synergy between industry and academics through effective sharing of knowledge and information.
- Benchmarking of processes and academics through meaningful mutual inputs.
- Exposure of students to environment in steel making industry and its allied challenges, to bring in awareness amongst young aspiring engineers.

## 4. Definitions

“MOU” means this Memorandum of Understanding and any written modifications thereto.

“CONFIDENTIAL INFORMATION” means information or data in any form or media specifically marked “confidential” or if disclosed orally, reduced to writing later and marked specifically as “confidential”.

“AUTHORIZED PERSONS” Persons authorized in writing to represent DSP, and NITD as the case may be, and take decisions on all matters relating to the subject matter of this MOU.

“MARKS” means the registered Trademarks or logo of DSP and NITD.

“PARTIES” means the parties to this MOU, and “Party” shall, as the context specifies, mean any one of them.

“IACC” mean Industry Academia Coordination Committee, which will review the collaborative programmes between the two Parties.

The block contains several handwritten signatures and initials in blue ink. From left to right, there is a signature that appears to be 'A.S.', followed by the letter 'an', then another signature, and finally a signature with the date '17/3/09' written below it.



#### 4. Scope

This MOU shall stipulate the terms and conditions under which DSP and NITD shall engage with each other to undertake the following activities jointly with mutually agreed terms and conditions:

1. Provide comprehensive solutions to problems in various areas of DSP like –
  - a) Process, Productivity and Quality,
  - b) Environment related aspects,
  - c) Maintenance Systems,
  - d) Conservation and Recycling,
  - e) Mechanization and Automation
2. Organize knowledge broadening programs including workshops and seminars in mutually agreed areas
3. Facilitate industry based real time projects for students under joint guidance of DSP & NITD.
4. Provide project based training for students of NITD in DSP in its different facilities as required with a view to expose the students to steel industry and its functioning. Similarly the facilities at NITD may also be utilised for knowledge and skill enhancement of DSP personnel under mutually agreed terms.
5. Exchange faculty between NITD and DSP under mutually agreed terms.
6. Institute awards and introduce activities with a view to generate interests among students about manufacturing industry in general, and DSP in particular.
7. Undertake any other issue decided by DSP & NITD as and when required.

#### 5. Role of NITD

1. NITD will render specialized services for implementation of the projects identified by DSP. Accordingly NITD will intimate the detailed scope of work, time frame, project team, coordinator and financial charges for carrying out each project.
2. NITD will study the problems related to identified projects, conduct site visits, collect data, provide analysis and recommend possible solutions. The proposed solutions will be evaluated by DSP for acceptance and implementation. In case DSP does not agree to the implementation of the proposed solutions, then NITD shall incorporate modifications, alterations till the final acceptance of DSP.





3. NITD may take up independent studies in consultation with IACC to identify scopes for improvement in various areas of DSP including township and submit project report for acceptance by DSP.

#### 6. Role of DSP

1. DSP will primarily identify the problems and provide the estimated benefit to be accrued from solution of the same.
2. DSP will extend facilities and support for finding solutions of the problem and implementation of the same under joint supervision.
3. DSP will participate in specific project team along with NITD and will nominate coordinator for each project.
4. DSP will provide all necessary assistance to NITD personnel while working for implementation of identified projects jointly with DSP.

#### 7. Industry Academia Coordination Committee (IACC):

1. The following will constitute the coordination committee to monitor and review the collaborative programmes between the two parties:

Sl.	DSP	NITD
1.	M.K.Sengupta, GM (Utilities) Coordinator.	Prof. S.K.Mitra, Dean (PG & Research)
2.	Dr. A.K.Ray, GM (Quality)	Prof G. Sanyal, Dean (AA & RG) Coordinator
3.	D. Daftuar, DGM (CHRD)	

2. All the proposals / solutions will be presented to IACC and its advice will be treated as final recommendation for implementation, supervision and subsequent evaluation and completion of the activity / project.
3. The decision / guidance of IACC may be treated as final in all technical and financial matters.

#### 8. Financial Aspects

1. DSP will pay mobilization charges as per mutually agreed terms and conditions applicable to individual project assigned and necessary approval by IACC thereafter.



2. 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.

#### 9. Publication and Patents:

1. **Publication:** All publication concerning joint / collaborative work in the programme of co-operation will be co-authored by the concerned staff / research fellow of NITD and DSP.
2. **Patents:** Any patent arising out of the investigation / work made by NITD shall be the joint property of NITD & DSP inventors. The necessary expenditure and maintenance charges will be borne jointly (equally divided) by NITD and DSP.

#### 10. Validity:

1. This MoU will remain valid for a period of THREE years from the date of signing of the agreement with provision for yearly review by the IACC.
2. During the tenure of the MoU or thereafter, 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.

#### 11. Confidentiality Obligation:

1. During the tenure of the agreement (THREE Years) and thereafter, both NITD and DSP undertake on their behalf to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to work under this agreement for any purpose other than in accordance with this agreement.
2. 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 other party.

#### 12. Resolution of Dispute:

In case of dispute or difference whatsoever arising between the NITD and DSP relating to or arising out of this agreement, the same shall be settled through mutual consultation between the authorized persons of IACC.



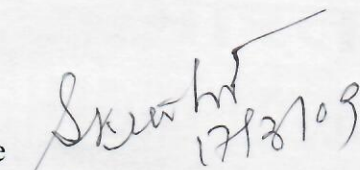


## 12. Survival of provisions upon termination:

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 undersigned, duly authorized, have signed this Memorandum of Understanding in duplicate at Durgapur House, Durgapur on the **March 17 th, 2009**.

For and on behalf of  
**National Institute of Technology,  
Durgapur**


Signature   
Name : Prof. S. K. Mitra  
Designation: Dean (PG & Research)  
Seal:

**Dr. S. K. MITRA**  
Dean, PG - Studies & Research  
National Institute of Technology  
Deemed University  
Durgapur - 713209

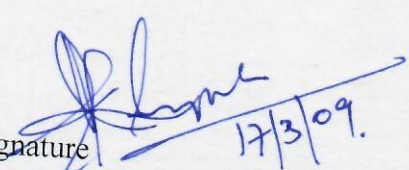
*Witness 1*

Signature   
Name : Prof. G. Sanyal  
Address : Dean (AA & RG)

*Witness 2*


Signature   
Name : Dr. P. Pal  
Address : Prof. Chemical Engg. Deptt.

For and on behalf of  
**Durgapur Steel Plant  
Durgapur**

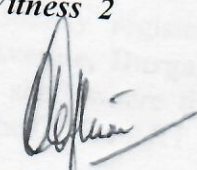
Signature   
Name : M. K. Sengupta  
Designation: GM (Utilities)  
Seal:

**M. K. Sengupta**  
प्रबंधक (इउटिलिटिज)  
G. M. (Utilities)  
दुर्गापुर स्टील प्लांट  
Durgapur Steel Plant

*Witness 1*

Signature   
Name : Dr. A. K. Ray,  
Address : GM (Quality)

*Witness 2*

Signature   
Name : D. Daftuar  
Address : DGM, CHRD

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