



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**VEER MADHO SINGH BHANDARI UTTARAKHAND TECHNICAL  
UNIVERSITY, DEHRADUN**

**&**

**UTTARAKHAND COUNCIL FOR SCIENCE & TECHNOLOGY**

**REGARDING**

**SCIENTIFIC AND TECHNICAL COLLABORATION**

**9 MAY, 2023**

This MoU is entered into on this the 9<sup>th</sup> day of May, 2023, by and between Veer Madho Singh Bhandari Uttarakhand Technical University Post Office, Chandanwadi, Prem Nagar, Sudhowala, Dehradun, Uttarakhand - 248007 Uttarakhand Technical University, the **First Party** represented herein by its (herein after referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include Its successors-in-office, administrators and assigns).

**AND**

**Uttarakhand Council for Science & Technology (UCOST)**, Dehradun the Second Party, and represented herein by, **Mr. Amit Pokhariyal, Manager Public Relation, UCOST** (here in after referred to as "**Second Party**", Government Agency, which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')as

**WHEREAS:**

- a) First Party, Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun was established on 27th January 2005 by Govt. of Uttarakhand through the Uttarakhand Technical University Act no 415 of 2005. Campus of this University is situated at NH-72 Sudhowala, Dehradun. Dehradun is the capital of Uttarakhand State and is well connected through Rail, Road and Air transport. The University has been established in an area of 8.372 hectare and it is the only affiliating University of the state for technical institutions. There are 80 Affiliated Private Institutions and Government Institutions in the University. University is running 08 UG,6 PG and 18 Ph.D programmes with approximately twenty thousand students in various courses in Engineering, Pharmacy Management and Law.
- b) **UCOST**, the Second Party, is an autonomous body of the Government of Uttarakhand, Department of Information & Science Technology. UCOST was registered under the Registration of Societies Act, 1860 in November 2002. The Council plays a catalytic role for the promotion of S&T in the state and supplement/complement the developmental programmes of the state in different sectors.
- c) First Party & Second Party believe that collaboration and co-operation between

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themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

- d) The Parties intent to cooperate and focus their efforts on cooperation within area of in the state of Uttarakhand concerning science technology engineering and innovation.
- e) Both Parties, being legal entities in themselves desire to sign this AGREEMENT for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1  
FRAME WORK**

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. Uttarakhand Council of Science and Technology would be the nodal agency from Uttarakhand for implementation of the joint projects, whereas, VMSB Uttarakhand Technical University would be the technology partner.
- 1.3. Pilot facility of Uttarakhand Technical University technologies will be established at UCOST, Dehradun under joint project mode for entrepreneurship development in the state as agreed upon an case to case basis
- 1.4. Nodal scientist/technologists may be nominated from UCOST and VMSB Uttarakhand Technical University to carry out the above activities.

**CLAUSE 2  
INTELLECTUAL PROPERTY**

The intellectual property rights in all materials, publications, images and texts will be punctually defined by means of dedicated written Technical Agreements. The Parties shall mutually agree to the mode of securing, maintaining and commercialization of intellectual property rights and record the same in writing in such Technical Agreements.

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**CLAUSE 3  
VALIDITY**

- 3.1. This Agreement is made for five years from its execution and may be extended on the terms and conditions as mutually agreed by both the parties. During which period both VMSB Uttarakhand Technical University and UCOST, as the case may be, will take effective steps for implementation of this AGREEMENT. Any act on the part of both the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this AGREEMENT.
- 3.2. Both Parties may terminate this AGREEMENT upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 3.3. Both Parties may use logo for the events and promotions on mutually agreed terms.

**CLAUSE 4  
RELATIONSHIP BETWEEN THE PARTIES**

It is expressly agreed that **First Party** and **Second Party** are acting under this AGREEMENT as independent identity, and the relationship established under this AGREEMENT shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this AGREEMENT to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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**CLAUSE 5  
FINANCIAL REGULATIONS**


The co-operative activity will be undertaken within the scientific remits and budgetary appropriations of both Parties, that will bear the costs and expenses referring to the activities of their own competences. The Parties will form an agreement on the funding of each activity prior to committing to undertake each activity. Any divergence or difference derived from the interpretation or application of the Agreement shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of both the parties at Dehradun.

First Party

Second Party

For VMSB Uttarakhand Technical University  
Technology

For Uttarakhand Council for Science &



(Prof. Satyendra Singh)

(Mr. Amit Pokhariyal)

Registrar  
Veer Madho Singh Bhandari  
Uttarakhand Technical University  
Dehradun, Uttarakhand

Manager Public Relation  
Uttarakhand Council for Science & Technology

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Uttarakhand Technical University  
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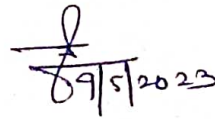
Witness 1:



(Bikram Singh Jantwal)

F.C., VMSB UTU

Witness 2:



(DINESH CHANDRA)

Ex-Registrar,

Wadia Institute of Himalayan Geology,  
Dehradun