

MEMORANDUM OF UNDERSTANDING

BETWEEN



**UTTARAKHAND TECHNICAL UNIVERSITY,
DEHRADUN**

AND



**CSIR- CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE**

Dec. 9, 2011

PREMABLE

WHEREAS, CSIR-Central Building Research Institute hereinafter called as CSIR-CBRI, Roorkee, a Constituent Laboratory of Council of Scientific & Industrial Research, New Delhi is engaged in research, design, development and consultancy in the field of construction materials, structural foundation system, environmental science & technology, architecture & planning, energy efficient system, fire protection system related to building science and technology including testing in the related fields.

WHEREAS, Uttarakhand Technical University herein after called as UTU, Dehradun charged with responsibility of imparting education and technical training in all areas of science & technology is committed to bring professional excellence in education and research.

WHEREAS, both CSIR-CBRI and UTU, now

- Recognizing the importance of research and development in the areas of building science and technology.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to building science & technology.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Science & Technology with special emphasis on building science & technology.

NOW, THEREFORE, in consideration of the mutual promises made herein and good and valuable consideration, the receipt and sufficiency of which both CSIR-CBRI and UTU acknowledge, CSIR-CBRI and UTU hereby agree to sign a Memorandum of Understanding (MoU).

ARTICLE-1: SCOPE OF THE MoU

This MoU details with the modalities and general conditions regarding collaboration between CSIR-CBRI and UTU for enhancing, within the country, the availability of highly qualified manpower in the area of building science & technology without any prejudice to prevailing rules and regulations in CSIR-CBRI and UTU and without any disregard to the mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to CSIR-CBRI and UTU. The areas of cooperation can be extended through mutual consent.



ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both CSIR-CBRI and UTU shall encourage interaction between the Scientists, Research Fellows, Research Scholars, Faculty members and Students of both the organizations through the following arrangements:

- a. Guidance of students' projects/thesis in CSIR-CBRI in the area of building science & technology of national interest on mutually agreeable terms as listed below:
 - i. A Research Scientist at CSIR-CBRI may be appointed a Research Guide for a student Registered for Ph.D. degree at UTU.
 - ii. The students will carry out their Ph.D. research work/ or project at CSIR-CBRI under the guidance of Scientists of CSIR-CBRI.
 - iii. CSIR-CBRI personnel, as well as research scholars, may also be allowed to enroll for their Ph.D at UTU, subject to their fulfilling eligibility criteria and all other academic regulations of UTU.
 - iv. There will be no restrictions on the contents of the thesis and on publication of results of the thesis, subject to the condition that Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
 - v. CSIR-CBRI will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
 - vi. If the outcome of a project related to product development, Process, technology and design etc. which involves matter of secrecy and concern with security of the State and Country the same will not be allowed for publication/printing in any form such as Electronically/ verbal etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

ARTICLE-III: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a. The collaborative programme between CSIR-CBRI and UTU shall be coordinated by a coordination committee appointed by Director/ VC of both the Institutes.
- b. Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from Heads of both the Institutions.



ARTICLE-IV: EFFECTIVE DATE AND DURATION OF MoU

- a. This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b. The duration of the MoU shall be for a period of 5 years from the effective date.
- c. During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.
- d. Any clause or article of the MoU may be modified or amended by mutual agreement of CSIR-CBRI and UTU.

ARTICLE-V: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VI: CONFIDENTIALITY

During the tenure of MoU both CSIR-CBRI and UTU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for purpose other than in accordance with this MoU.

Both CSIR-CBRI and UTU shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement of PROJECTS.

Further both CSIR-CBRI and UTU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- a) is or becomes publicly available through no fault of the receiving party,



- b) is already in rightful possession of the receiving party prior to its receipt of such data or information;
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) is rightfully obtained by receiving party from a third party or is in the public domain
- e) is disclosed with the written consent of the party whose information it is, or
- f) is disclosed pursuant to court order or legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VII: AMENDMENTS

Any amendment and /or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-VIII: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of court at Roorkee/Dehradun.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the disputes/difference amicably between them, failing which the matter shall be referred to settle through arbitration. The arbitration proceeding shall be held in accordance with the provision of India Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi/Dehradun and Language of arbitration shall be English.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this agreement.
- b) Both CSIR-CBRI and UTU shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of the other party.
- c) No failure to exercise and no delay in exercising, on the part of a party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege. The right,



remedies, power and privileges herein provide are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


Director
CSIR-Central Building Research Institute,
Roorkee
Dated:.....
09/12/11


Vice-Chancellor
Uttarakhand Technical University,
Dehradun
Dated:.....

Witness:

1.

2.




Witness

1.

2.


