



**Memorandum of Understanding
Between
Council of Scientific and Industrial Research (CSIR)
And
Uttarakhand Technical University (UKTech)**

This Memorandum of Understanding (MoU) has been entered into between:

Council of Scientific & Industrial Research (CSIR), an autonomous body registered under the Registration of Societies Act XXI of 1860, having its principal place of business at Anusandhan Bhawan, 2, Rafi Marg, New Delhi, Pin-110001, India, through its constituent institute, the **CSIR-Indian Institute of Petroleum** located at Mohkampur, Dehradun-248005, India (hereinafter referred to as **CSIR-IIP**, which expression shall unless repugnant to the context thereof, include its successors and permitted assigns) of the **FIRST PART**

AND

Uttarakhand Technical University (UKTech), a Uttarakhand State technical university situated at Government Girls Polytechnic Post Office, Chandanwadi, Prem Nagar Sudhowala, Dehradun (Uttarakhand), Pin – 248007, India (hereinafter referred to as '**UKTech**') of the **SECOND PART**

(Who for the purpose of this MoU are hereinafter individually referred to as 'Party' and collectively referred to as the 'Parties').

1. WHEREAS CSIR-IIP is a premier research institute under CSIR, India. CSIR/IIP has expertise in the field of petroleum refining, processing, chemicals and intermediates, catalysis, petroleum products application and training of personnel of related industries and has developed over the years experience and capabilities in these areas.
2. WHEREAS UKTech is a Uttarakhand State technical university, running AICTE approved courses including M.Tech, MBA, MCA, B.Tech, B.Arch, BHMCT, PhD, etc. through affiliating institutions which are presently 91 in number.

3. In view of the above background, the common objective is to have educational and scientific collaboration for mutual benefit to conduct joint PhD program and refresher courses for the academicians and researchers.

4. Scope of Academic Interaction :

Both CSIR-IIP and UKTech shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel for limited periods as mutually agreed upon
- b) Organization of joint conferences and seminars
- c) Practical training of UKTech students at CSIR-IIP
- d) Joint guidance of student projects/thesis
- e) Joint PhD program as per mutually agreeable terms as listed below :

Joint PhD Program :

- i. The scientists working at Indian Institute of Petroleum, Dehradun on a regular post and having M.E./M.Tech or equivalent degree from reputed institutions/University with minimum of 65% marks or equivalent CGPA would be eligible to register at UKTech for PhD program.
- ii. CSIR-IIP scientists fulfilling the educational qualifications as stated above and having more than ten years of research experience would be exempted from the written test/screening test for admission in to PhD program. There will be no requirement of course work for such senior scientists.
- iii. Such scientists will be treated as full time (sponsored) PhD students by the UKTech.
- iv. CSIR-IIP students will have a PhD guide from CSIR-IIP and the guide will be co-opted as a member of DRC of UKTech.



- v. CSIR-IIP will provide lab facilities and the work would be carried out at CSIR-IIP Dehradun. UKTech will recognize CSIR-IIP Dehradun as one of its approved research centres.
- vi. CSIR-IIP R&D facilities and library would be provided to students/faculty registered at UKTech as M.Tech/ PhD students or teaching at UKTech.

5. SHARING OF FACILITIES

- a) CSIR-IIP and UKTech shall make provisions to share their respective important R&D facilities/Lab facilities in order to promote academic and research interaction in the areas of cooperation.
- b) CSIR-IIP and UKTech shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) CSIR-IIP and UKTech shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

6. CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between CSIR-IIP and UKTech 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.

7.0 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 this 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 program under the MoU.
- d. Any clause or article of the MoU may be modified or amended by mutual agreement of CSIR-IIP and UKTech.

8.0 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.

9.0 CONFIDENTIALITY

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

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



Further both CSIR-IIP and UKTech shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

10.0 CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the 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 the 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 the 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 other legal compulsion, after providing prior notice to the disclosing party.

11.0 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.

12.0 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 the courts at 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 dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Dehradun and Language of arbitration shall be English.

13 MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both CSIR-IIP and UKTech 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 previous consent in writing of that 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 or privilege. The rights, remedies, power and privileges herein provided 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.



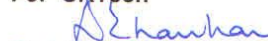
IN WITNESS whereof this MoU has been executed by the duly authorized representatives of CSIR-IIP and UKTech hereto on the ^{29th} day of November, 2011 at CSIR-IIP, Dehradun.



For CSIR-IIP


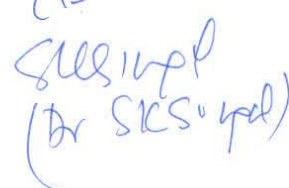
Dr. M. O. Garg
Director

For UKTech


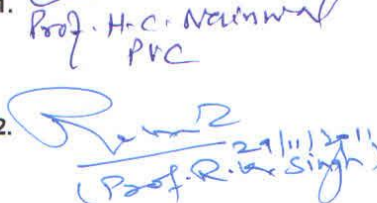

Prof. D. S. Chauhan
Vice Chancellor

Date: 29/11/2011

Witnesses:

1. 
(B.M. Shukla)
2. 
(Dr S.K.S. Gupta)

Date: 29/11/2011

1. 
Prof. H.C. Nainwal
PRC
2. 
(Prof. R. Singh)