

**Memorandum of Understanding  
Between  
Instruments Research & Development Establishment (IRDE)  
And  
Uttarakhand Technical University (UTU)**

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

**Defence Research & Development Organization (DRDO)** under Ministry of Defence, having its principal place of business at DRDO Bhawan, Rajaji Marg, New Delhi, Pin-110001, India, through its constituent institute, **Instrument Reserch & Development Establishment (IRDE)** located at Raipur Road, Dehradun-248008, India (hereinafter referred to as **IRDE**, which expression shall unless repugnant to the context thereof, include its successors and permitted assigns) of the **FIRST PART**

**AND**

**Uttarakhand Technical University (UTU)**, a Uttarakhand State technical university situated at Government Girls Polytechnics Post Office, Chandewadi, Prem Nagar Sudhowala, Dehradun (Uttarakhand), Pin – 248007, India (hereinafter referred to as **‘UTU’**) 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 IRDE is a premier research & development establishment under DRDO, India. IRDE is engaged in the field of Electro-optic, servo control, thermal imaging, Optics technology & Design, Electronics design & image processing, Photonics etc. and has developed expertise and capabilities in these areas over the years.
2. WHEREAS UTU is a Uttarakhand State technical university, running AICTE approved courses including M.Tech, MBA, MCA, B.Tech, B.ARCH, BHMCT, Ph.D., 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.

#### **4. Scope of Academic Interaction:**

Both IRDE and UTU shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organization 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 UTU students at IRDE
- d) Joint guidance of students projects/thesis
- e) Joint PhD program as per mutually agreeable terms as listed below:

##### **Joint PhD Program:**

- i. The scientists working at Instrument Research & Development Establishment, Dehradun on a regular post and having M.Sc./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 UTU for PhD program.
- ii. IRDE 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. Instead of requirement of a course work, such scientists will be required to prepare a report and make a presentation on their proposed area of research.
- iii. The Junior and Senior Research Fellows (JRF/SRF) in IRDE, Dehradun will also be allowed for registering for Ph.D. program at UTU. The junior and Senior Research Fellows (JRF/SRF) in IRDE will be allowed to have similar status of JRF/SRF of CSIR-UGC fellows for registering for Ph.D. program at UTU. They shall also be exempted from written/screening test.
- iv. Such scientists/JRF/SRF will be treated as full time PhD students by the UTU.

- v. IRDE JRF/SRF will have to be registered under the joint supervision of a PhD guide from IRDE and UTU and the IRDE guide will be co-opted as a member of RDC of UTU for JRF/SRF registered under him.
- vi. IRDE will provide lab facilities and the work would be carried out at IRDE Dehradun. UTU will recognize IRDE, Dehradun as one of its approved research centers.
- vi IRDE R&D facilities and library would be provided to students/faculty registered at UTU as M.Tech/ PhD students or teaching at UTU.

#### **5. SHARING OF FACILITIES**

- a) IRDE and UTU 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) IRDE and UTU 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) IRDE and UTU 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) IRDE scientist could register limited number of students (Two for scientist 'E' and four for scientist 'F' and above) for Ph.D. supervision from UTU provided their names are duly forwarded by the Director IRDE. Recognition of the scientists as supervisors would be granted by the concerned RDC of UTU after due evaluation on a case by case basis, taking publications in

International Journals of repute and/or International/National patents as one of the main criteria.

- b) The collaborative programme between IRDE and UTU shall be coordinated by a coordination committee appointed by Director/VC of both the Institutes.
- c) 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. 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 form the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice or 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 IRDE and UTU.

**8. 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. CONFIDENTIALITY

During the tenure of the MOU both IRDE and UTU will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MOU for any purpose other than in accordance with this MOU.

Both IRDE and UTU shall bind their respective personal 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 IRDE and UTU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

**10. 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. 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. 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 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 Languages 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 IRDE 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 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 executed by the duly authorized  
representatives of IRDE and UTU hereto on the 2<sup>nd</sup> day of April, 2013 at  
IRDE, Dehradun.

**For IRDE**

*Dr. A. K. Gupta*  
02/4/2013.

Dr. A. K. Gupta  
Director

Date: 02/4/2013

**For UTU**

*Prof. D.S. Chauhan*

Prof. D.S. Chauhan  
Vice Chancellor

Date: 2/4/2013

**Witnesses:**

1. *Dr. S.S. Negi* *S. Negi*

2. *L. K. BALSINGH* *L. K. B.*

1. *R. Singh*  
2/4/13

2. *R. Singh*