

उत्तराखण्ड UTTARAKHAND

N 984142

**Memorandum of Understanding  
Between  
Uttarakhand Irrigation Department  
And  
Uttarakhand Technical University**

This Memorandum of Understanding (MoU) has been entered into between : Irrigation Department, Govt. of Uttarakhand located at Yamuna Colony, Dehradun 248001, Uttarakhand, India (Hereinafter referred to as IRRIGATION DEPARTMENT), which expression shell. Unless repugnant to the context there of, included its successors and permitted assigns of the FIRST PART

**AND**

Uttarakhand Technical University, a Uttarakhand State Technical University located at Government Girls Polytechnic, Post Office, Chandanwadi, Prem Nagar Suddhowala, Dehradun Uttarakhand (Hereinafter referred to as UTU), of the SECOND PART (who for the purpose of this MoU are hereinafter ager individually referred to as party' and collectively referred to as the parties).

- 1- Whereas IRRIGATION DEPARTMENT, Govt. of Uttarakhand is engaged in the construction and maintenance of all kind of irrigation infrastructure under Ministry of Irrigation, GoUK,
- 2- Whereas, UTU is Uttarakhand State Technical University running AICTE approved courses included M.Tech, MBA, MCA, B.Tech, BHMCT, Ph.D, etc. through its constituent and affiliating institutions.
- 3- In view of the above background the common objective is to have educational and scientific collaboration for mutual benefit though training programme, Ph.D. Programme and project work of the students.

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*P. K. Gang*



## SCOPE OF ACADEMIC INTERACTION

Both IRRIGATION DEPARTMENT and UTU shall encourage interaction between the Scientists, engineers, research fellows, research scholars, faculty members and students of both the organizations through following arrangements.

- a) Sharing of Lectures for limited periods as mutually agreed upon from time to time
  - b) Organization of joint meetings, conferences, and seminars,
  - c) Practical/ Summer training of UTU students at IRRIGATION DEPARTMENT,
  - d) Joint guidance of UTU students projects/ Thesis, and
  - e) Carry out Ph.D. programme by Engineers/Scientist of IRRIGATION DEPARTMENT as per following mutually agreeable terms.
- I. The scientists/ Engineers working at IRRIGATION DEPARTMENT, Dehradun on a regular/deputation post and having M.Sc./M.E./M.Tech/MBA or equivalent degree from reputed institutions/University with a minimum of 60% marks (1st Division) of equivalent CGPA would be eligible to register at UTU for Ph.D. Programme.
  - II. IRRIGATION DEPARTMENT scientists/Engineers fulfilling the educational qualifications as stated above and having more than ten years of research/field experience would be exempted from the written test/screening test for admission to Ph.D. programme. Such scientists/Engineers instead will be required to prepare a report and make a presentation on their proposed area of research.
  - III. IRRIGATION DEPARTMENT scientists/ Engineers will have to be registered for PhD under the supervision of a main guide from UTU, whereas co-guide can be from IRRIGATION DEPARTMENT or any other institution/organization. IRRIGATION DEPARTMENT Scientists/Engineers could also be considered for Ph.D. supervision provided they have publications in international Journals of repute and/ or international/ National patents as one of the main criterion.

## SHARING OF FACILITIES

- i. UTU shall make provisions to provide its R&D/Lab and library facilities to Scientists/Engineers and PhD scholars from Irrigation Department to promote academic and research interaction in the areas of cooperation.
- ii. IRRIGATION DEPARTMENT and UTU shall permit exchange of technology developed in-house in the areas of cooperation, of permissible, within the rules governing the two institutions.
- iii. IRRIGATION DEPARTMENT shall provide access to the project sites, labs and library facilities to Faculty members, research scholars and students as per the prevailing rules and norms.
- iv. Financial arrangements for each specific collaboration will be decided on a case by case basis and brought on record in each case after due approval from heads of both the institutions.

Ar P. K. Garg



## **EFFECTIVE DATA AND DURATION OF MOU**

- i. This MoU shall be effective from the date of its approval by competent authorities at both ends.
- ii. The duration of this MoU shall be for a period of 5 years from the effective date.
- iii. 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 PhD students and other students who have been admitted to pursue a programme/project under the MoU.
- iv. Any clause or article of the MoU may be modified or amended by mutual agreement of IRRIGATION DEPARTMENT and UTU

## **IPR**

Rights regarding publication, 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.

## **CONFIDENTIALITY**

During the tenure of the MoU both IRRIGATION DEPARTMENT 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 IRRIGATION DEPARTMENT 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. Further, both IRRIGATION DEPARTMENT 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**

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.

- i. Is or becomes publicly available through no fault of the receiving party.
- ii. Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- iii. Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- iv. Is rightfully obtained by the receiving party from a third party or is in the public domain.
- v. Is disclosed with the written consent of the party whose information it is,
- vi. Or is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **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.

 P. K. Choudhary



## RESOLUTION OF DISPUTES


- i. 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.
- ii. 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 amicable 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.

## MISCELLANEOUS

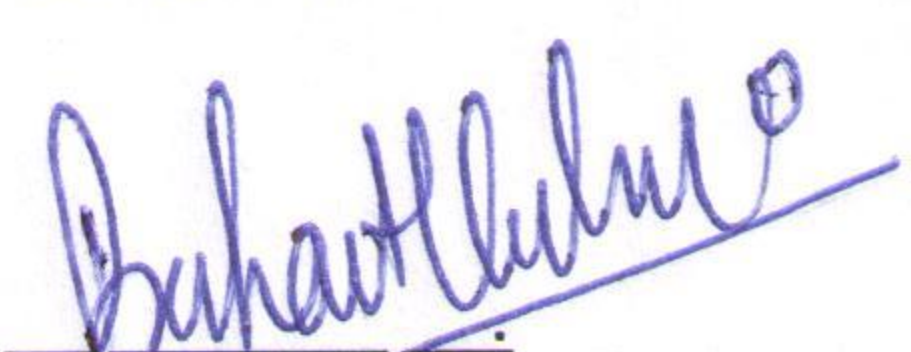
- i. The heading and sub- heading are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. Both IRRIGATION DEPARTMENT and UTU shall not during the term of this agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel or other party without the previous consent in writing of that other party.
- iii. No failure to exercise and no delay in exercising, on the part of a party and right remedy, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, remedy, power or privilege hereunder preclude any other or further exercise thereof to 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 exclusive of any right remedies, powers and privileges provided by law.
- iv. After this agreement has been signed, all preceding understanding/ 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 Irrigation Department and UTU hereto on the dated 03 July 2017 Dehradun.

For  
Irrigation Department

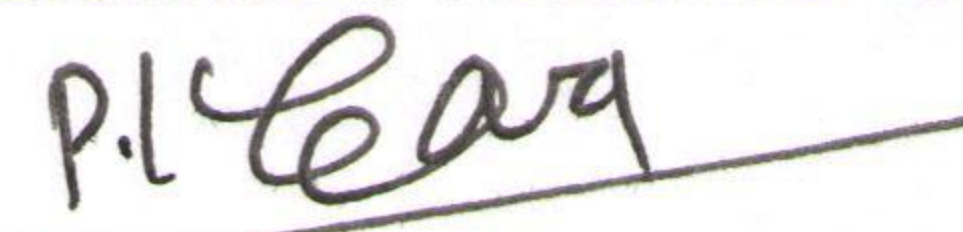
  
(A.K.Dinkar)  
Engineer -in-Chief

Witness-1

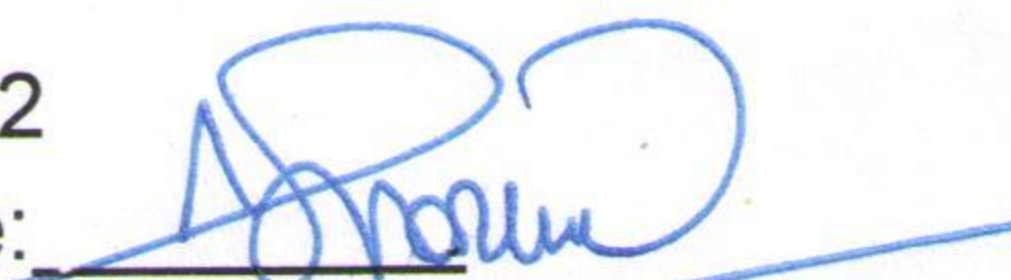
Signature:   
Name : PRASHANT VISHNOI  
Designation: Executive Engineer  
Date: 03/07/2017

For

Uttarakhand Technical University

  
(Prof. P. K. Garg)  
Vice Chancellor  
कुलपति  
उत्तराखण्ड तक. वि. वि.

Witness -2

Signature:   
Name:  
Designation: ARUN KUMAR  
Date: 03/07/2017  
Asst Registrar & A.C.E