

Memorandum of Understanding

Between

**Uttarakhand State Infrastructure
Development Corporation Ltd.,
Dehradun**

And

**Uttarakhand Technical University,
Dehradun**

Date: 21.02.2017

Place: Dehradun

This Memorandum of Understanding (MoU) has been entered into between: Uttarakhand State Infrastructure Development Corporation Ltd., (Govt. of Uttarakhand Undertaking) with its Head Quarter located opposite to ITI Niranjanpur, Majra, Saharanpur Road, Dehradun 248001 Uttarakhand, India (Hereinafter referred to as USIDCL), which expression shall, 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 USIDCL is Lead project implementing agency of the Government of Uttarakhand engaged in the construction of Bridge, Building, Airport, Ropeway Tunnel and other Infrastructure Development work.
- 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.

SCOPE OF ACADEMIC INTERACTION

Both USIDCL 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 USIDCL,
- d) Joint guidance of UTU students projects/ Thesis, and

e) Carry out Ph.D. programme by Officers of USIDCL as per following mutually agreeable terms.

- I. The Officers working at USIDCL having M.Sc./M.E./M.Tech/MBA or equivalent degree from reputed institutions/University with a minimum of 60% marks (Ist Division) of equivalent CGPA would be eligible to register at UTU for Ph.D. Programmes.
- II. USIDCL Officers fulfilling the educational qualifications as stated above and having more than ten years of research/field experience would be exempted from taking the written test/screening test for admission to Ph.D. programmes. Such Officers instead will be required to prepare a report and make a presentation on their proposed area of research.
- III. USIDCL Officers will have to be registered for PhD under the supervision of a main guide from UTU, whereas co-guide can be from USIDCL or any other institution/organisation. USIDCL Officers 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 Officers and PhD scholars from USIDCL to promote academic and research interaction in the areas of cooperation.
- ii. USIDCL and UTU shall permit exchange of technology developed in-house in different areas with mutual cooperation, if permissible, within the rules governing the two institutions.
- iii. USIDCL 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 to case basis and brought on record in each case after due approval from heads of both the institutions.

EFFECTIVE DATA AND DURATION OF MOU

- i. This MoU shall be effective from the date of its approval by the competent authorities at both the 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 of 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 USIDCL 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 with mutual consent.

CONFIDENTIALITY

During the tenure of the MoU, both USIDCL and UTU 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 USIDCL 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 inferred under this agreement. Further, both USIDCL 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 enveloped 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 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.

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. In case any 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 provisions of Indian

Arbitration and Reconciliation Act. 1996. The venue of arbitration meetings shall be Dehradun and Language of arbitration shall be English.

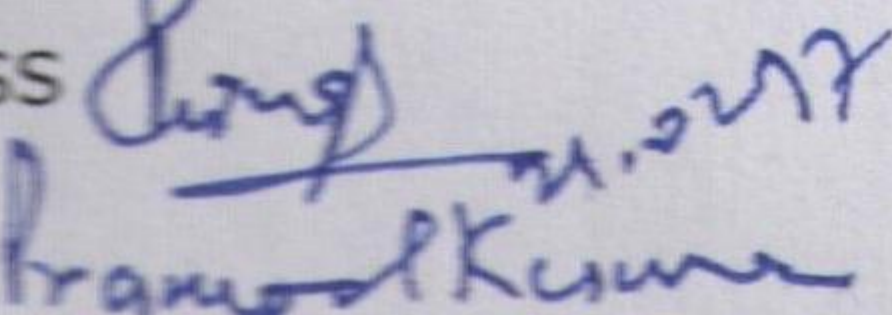
MISCELLANEOUS

- i. The heading and sub- heading are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. Both USIDCL 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 the other party.
- iii. Failure to exercise and delay in exercising, on the part of a party, any 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 for 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 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 USIDCL and UTU hereto on the dated 21.02.2017 at Dehradun.

For
Uttarakhand State Infrastructure
Development Corporation Ltd.


(Manoj Kumar Senwal)
Managing Director
Uttarakhand State Infrastructure
Development Corporation Ltd.

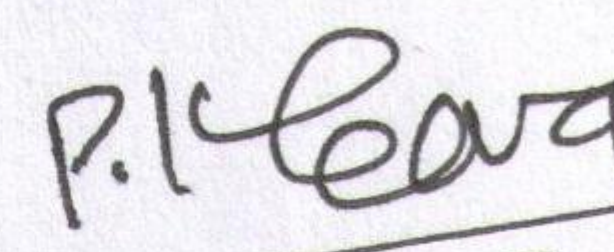
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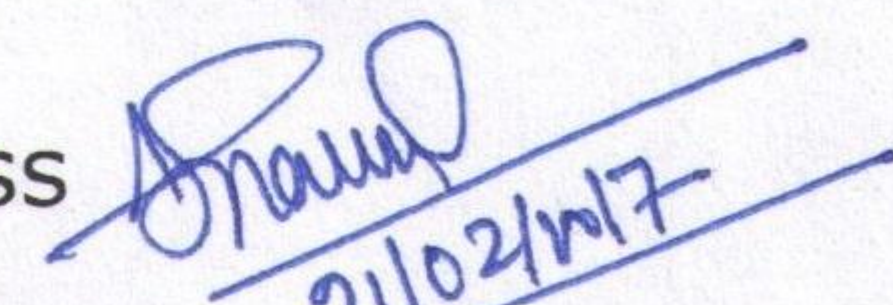
Designation Chief General Manager (P)

Date 21.02.2017

Chief General Manager (Projects)
Uttarakhand State Infrastructure
Development Corporation Ltd
Dehradun

For
Uttarakhand Technical University


21.2.2017
(Prof. P.K. Garg)
Vice Chancellor

Witness
Name 

Designation Asst. Controller of Exam

Date 21/02/2017