



उत्तर प्रदेश UTTAR PRADESH

EU 116260

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 11th day of Oct 2019.

Between

CSIR-Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad, Jharkhand-826015 (hereinafter called as CSIR-CIMFR), a constituent unit of Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi - 110001 (hereinafter called as CSIR), which expression shall where the context so admits include its successors and permitted assigns of the one part.

And

Bundelkhand University, Jhansia University established by the Govt. of Uttar Pradesh. CSIR-CIMFR and Bundelkhand University are collectively referred to as "the Parties" and individually "the Party".

Whereas

CSIR-CIMFR is located in the town of Dhanbad, known as Coal Capital of India of Jharkhand State of India. It is strategically situated in the Damodar basin of Eastern part of the country which is endowed with rich coal deposits and hosts several large mineral based industries. CSIR-Central Institute of Mining and Fuel Research, Dhanbad aims to provide R&D inputs for the

entire coal-energy chain encompassing exploration, mining and utilization. The laboratory also strives to develop mineral based industries to reach the targeted production for country's energy security and growth with high standards of safety, economy and cleaner environment. In view of the National Missions recently declared by the Government of India, CIMFR has re-aligned its vision, missions and policies and also redefined targets for short and long terms. This would promote rapid sustainable national techno-economic growth with equal emphasis on self-sustenance.

And Whereas

Bundelkhand University, is the public State University based in Jhansi Uttar Pradesh, India. Founded in 1975, it has Professional, technical and vocational study programmes along with facilities for research. The University is a member of Association of Indian Universities (AIU), Association of Commonwealth Universities (ACU). The University is accredited by the National Assessment and Accreditation Council (NAAC). There are more than 330 colleges under the jurisdiction of this University. The University offers various U.G. and P.G. Courses in the disciplines of Science, Social Science, Humanities, Commerce, Law, Education, Engineering and Medicine.

BU having its permanent campus presently located at Kanpur Road, Jhansi and with a modest beginning has started its function with a promising note and aspires for gaining an independent identity through quality education and research.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, both the parties hereto agree as follows:

1. Recitals:

- a. The parties have mutual interests and intend to undertake cooperative activities to their mutual benefit within the fields of education, training, research and extension in different sectors of knowledge for sustainable development beneficial to both parties.
- b. The cooperative activities to be undertaken by the parties may include facilitation of:
 - To promote academic cooperation between the two organizations
 - Education and Training
 - Publication and Symposia
 - Supervision of Study and Research
 - Exchange of Information for Education and Research Purposes
 - Exchange of Scientist, Faculty, Staff, Students and Interns
 - Imparting Need Based Skilled Training for Employment Generation
 - Other Activities considered by the parties to be of benefit to each party

2. Relationship:

The Parties shall work with each other on a non-exclusive basis without any financial commitment to each other unless otherwise agreed upon between the two Parties for using each other's expertise and resources for any specific activity prior to its commencement.

3. Sharing of R & D Facility:

- a. The two organizations agree to share their R&D facilities and Library and Laboratory facilities as and when required.
- b. Scientist/ Faculty will deliver lectures at both organizations on topics of relevance.
- c. CSIR-CIMFR will provide training M.Sc /M.Phil students of Bundelkhand University per year, to work on the project for a minimum period of 90 days in the areas of mutual interest as well as mentoring of M.Sc./M.Phil. Projects.
- d. CSIR-CIMFR will provide and facilitate the joint supervision work of M.Sc., M.Phil. and Ph.D. Students of Bundelkhand University Jhansi and extend the modern R&D facilities to them.
- e. CSIR-CIMFR will provide technical Support for establishing laboratories of Bundelkhand University Jhansi.

4. Ph.D. Registration:

- a. Upto Ten (10) Scientists or Research Fellows/Research Associates of CSIR-CIMFR, Dhanbad including CIMFR Regional Centers at any given time may be registered for Ph.D. Degree at Bundelkhand University Jhansi.
- b. Bundelkhand University Jhansi Faculty/Student can also opt for CSIR-CIMFR Scientist as Co- Guide for their M.Sc., M.Phil. and Ph.D. Project/ Dissertation/Thesis.
- c. The candidate recommended by each organization will be selected by the registering organization as per its norms for Ph.D. registration.

5. Intellectual Property Rights:

- a. Any Intellectual property rights (Patents/Design/Trademark/Copyrights) obtained by the parties hereto prior to signing of the MoU shall remain the property of that party.
- b. The intellectual property rights that arise as a result of joint research and collaborative activity under this MoU shall be jointly owned by CSIR-CIMFR and Bundelkhand University Jhansi, the extent of ownership shall be decided mutually depending upon the relative inputs (intellectual/technical /financial/physical) made by the parties.
- c. The procedural formalities for securing and maintaining the intellectual property rights, shall be the joint responsibility of CSIR-CIMFR and Bundelkhand University Jhansi and the expenditure incurred thereof shall be borne by each party equally. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be jointly decided by Director of CSIR-CIMFR and the Vice Chancellor of Bundelkhand University Jhansi.
- d. The parties shall consult each other for any publication in respect of the collaborative activity under the MoU. These publications, papers, reports etc. shall be in the names of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties.

6. Effective Date, Duration and Termination of MoU:

- a. The MoU shall be effective from the date of signing and shall remain in force for a period of five (5) years from the date of signing.

- b. The MoU shall terminate on the expiry of the period, as in clause CL.6a, unless extended by both the parties.
- c. This MoU may be amended and renewed for another term by mutual written consent of the two organizations.
- d. During the tenure of the MoU, parties hereto can terminate the MoU either for breach of any of the terms and conditions of this MoU or otherwise by giving a two (2) monthnotice in writing to the defaulting party. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate thisMoU.
- e. In the event of termination of the MoU vide clause 6d, the rights and obligations of the parties thereto shall be settled by mutual discussion between parties.

7. Terms and condition:

- a. The cost of development of quality education and infrastructure at Bundelkhand University Jhansi will be borne by Bundelkhand University Jhansi.
- b. For the visits related to academic purpose and other expenses of Scientists/Faculty and staff of each organization, shall be reimbursed by the host organizations as per the rules of the respective organization.

8. Confidentiality:

- a. Both organizations agree to maintain confidentiality of all information/data generated during the performance of MoU and will not disclose the same to any third party without written consent of the other organization.
- b. The above confidential clause under this MoU excludes the information/data possessed by either organization before entering into this MoU or independently developed and/or information already available through public domain.

9. Coordination Committee:

The following will constitute the coordination committee to coordinate and monitor the collaboration between the two organizations:

- a. Director, CIMFR, Dhanbad or his nominee.
- b. The Vice Chancellor of Bundelkhand University Jhansi
- c. Two representatives of CSIR-CIMFR, Dhanbad:
 - i. Head, Business Development and Industrial Laison – Coordinator
 - ii. Head, Human Resources Development - Member
- d. Two representatives of Bundelkhand University Jhansi.
 - i. Prof. S. P. Singh, Director Academic.
 - ii. Prof. M. M. Singh, Dean Science.

10. Arbitration:

In the event of any disputes relating to or arising out of this agreement, such disputes shall be resolved amicably by mutual discussions and negotiations in good faith. Failing the above, the disputes shall be referred and finally resolved by Delhi International Arbitration Centre (DIAC) under Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force

- a) The seat of Arbitration shall be New Delhi.
- b) The language of arbitration proceeding shall be English only.
- c) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- d) The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

11. Jurisdiction And Applicable Laws:

The agreement including all matters shall be governed by Indian Laws both substantive and procedural for the time being in force and subject to the exclusive jurisdiction of Courts at New Delhi.

In witness whereof the two parties hereto have signed this Memorandum of Understanding by the hand of Dr. R.V.K. Singh, Chief Scientist, CIMFR on behalf of CSIR-CIMFR, Dhanbad and by the hand of Mr. Narayan Prasad, Registrar, Bundelkhand University Jhansi on behalf of Bundelkhand University Jhansi on date, month and year referred as above.

Signed by and on behalf of CSIR-
Central Institute of Mining and Fuel Research,
Seal: Business Development & Industrial Liaison
CSIR Central Institute of Mining and Fuel Research

Witnesses:

1. Signature:

Name:

Designation:

Address:

Date:

2. Signature:

Name:

Designation:

Address:

Date:

Signed by and on behalf of
Bundelkhand University Jhansi

Registrar
Seal: Bundelkhand University

Witnesses:

1. Signature:

Name:

Designation:

Address:

Date:

2. Signature:

Name:

Designation:

Address:

Date: