Memorandum of Understanding

Between



Dr. B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY, JALANDHAR-144027(PUNJAB)

AND



Central Institute of Petrochemicals Engineering & Technology (CIPET)

(Department of Chemicals and Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India)

Head Office,

T.V.K. Industrial Estate, Guindy, Chennai – 600 032. Tel: 91-44-2225 4780 Website:www.cipet.gov.in



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AM 994039

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is executed at Jalandhar on this **05**thday of September 2022.

Dr. B R Ambedkar National Institute of Technology, Jalandhar represented by the Director, having its office at Dr. B R Ambedkar National Institute of Technology, Jalandhar-144027 (Punjab), which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the PARTY OF THE FIRST PART/NITJ;

AND

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND TECHNOLOGY (formerly known as CENTRAL INSTITUTE OF PLASTICS ENGINEERING AND TECHNOLOGY) (CIPET) functioning under Department of Chemicals and Petrochemicals, Ministry of Chemicals & Fertilizers, Government of India, represented by its Director General, having its head office at CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND TECHNOLOGY, Guindy, Chennai-600032 which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the PARTY OF THE SECOND PART/CIPET.

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Whereas the parties are desirous of entering into the instant Memorandum of Understanding for the main purpose of promoting academics and research cooperation between the two Institutions and agree to the following terms and conditions enlisted hereunder:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. SCOPE

- 1.1.CIPET and NITJ will undertake joint research and development activities in the areas of mutual interest.
- 1.2. The concerned scientists of CIPET and corresponding faculty members of NITJ will formulate research projects and skill development plans for joint work with due approval of both the participating Institutions.
- 1.3. Impart training to staff, students and technical personnel within the areas of co-operation.
- 1.4. Joint sponsored and consultancy projects could be undertaken, with both long term and short-term goals, keeping in view the interests and philosophies of the respective Institutions.
- 1.5. The collaboration will cater to indigenous development of various technologies for niche industrial applications.

2. TENURE OF AGREEMENT

- 2.1. This Memorandum of Understanding shall be valid for a period of five years from the date of execution of this Agreement.
- 2.2. The instant agreement may be mutually extended by mutual agreement between the parties.

3. Exchange/Deputation of Scientists/faculty

- 3.1. Both CIPET and NITJ jointly agree as follows:
 - 3.1.1. To exchange Faculty/Scientist through deputation on full-time/part-time basis for a limited period and up to one year at a time for the purpose of

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- implementation of joint tasks within the areas of co-operation, depending on the availability of faculty/Scientist.
- 3.1.2. Staff Members on such deputation shall be deemed to be on duty with the parent organization for the said period.
- 3.1.3. That the faculty/scientists and research fellows registered for Ph.D. degree may visit other Institution for a short period in connection with their research work. They shall be deemed to be on duty with the parent organization for the said period.
- 3.1.4. That the technical personnel deputed for training shall also be deemed to be on duty with the parent organization for the period of training.
- 3.1.5. Those faculty/scientists will be encouraged to deliver expert talks/lectures at the other Institution. TA/DA and honorarium for the talks/lectures shall be borne by the host Institution, as per the institute norm.
- 3.1.6. Faculty of NITJ may submit the research proposals in collaboration with CIPET scientists under promoting Innovation in Individuals, Start-Ups, MSMEs (PRISM) scheme, etc.

4. ORGANISATION OF JOINT CONFERENCES/WORKSHOPS/COURSES

- 4.1. Both CIPET and NITJ agree:
 - 4.1.1. To hold/conduct, whenever feasible, joint workshops, conferences, STCs, training courses, etc. within the areas of co-operation.
 - 4.1.2. That the host Institution shall provide accommodation to the participating members from the visiting Institute wherever feasible at special minimum rates applicable to research and academic institution.

5. SHARING OF AVAILABLE FACILITIES:

5.1. The two Institutions agree to share their respective R&D facilities in order to promote academic and research interactions in the areas of co- operation to intensify the high priority area programmes of science and technology. The charges of facility usage shall be applicable which shall be decided jointly by CIPET and NITJ on a case-to-case basis through separate proposals as per UGC/DST/DSIR/ DRDO/CSIR guidelines.

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- 5.2. The two Institutions agree to exchange software, other materials and components developed in-house in the areas of co-operation, if advisable within the framed rules governing the two Institutes.
- 5.3. Access to laboratories, library and other supporting facilities for the students of B.Tech/M.Tech/ Ph.D. programmes in the areas of mutual interests and staff/scientists working at either of the two Institutions will be provided by both Institutions.
- 5.4. NITJ and CIPET agree to collaborate on research projects of mutual interest for applying for funding from various R&D agencies including DST, DBT, DSIR, etc. CIPET can also jointly collaborate as an industry partner with NITJ as required in many proposals on a case to case basis and with the consent of Director NITJ and DG, CIPET.

6. PROJECT WORK OF STUDENTS

6.1. Selected students of B.Tech/M.Tech in the respective areas of specialization of NIT Jalandhar will be allowed for project work at CIPET, and vice-versa. The students will work in the areas of mutually agreeable divisions by both Institutions. The training charges, if any, shall be applicable as per norms of the host institute.

7. Ph.D. REGISTRATION

- 7.1. Scientists of CIPET may be registered for Ph.D. programme at NITJ as per the provisions made in the Ph.D. ordinance of the Institute for R & D organizations.
- 7.2. There shall be provision for joint supervision with appropriate staff of CIPET and NITJ in conformity with the rules and norms for Ph.D. research guidelines at NITJ

8. AREAS OF CO-OPERATION

- 8.1. The areas of co-operation will be defined and modified from time to time by the coordination Committee set up for the purpose.
- 8.2. The coordinator from CIPET for each identified area of co-operation shall be decided by Director General (DG), CIPET.
- 8.3. The coordinator from NIT Jalandhar for each identified area of co-operation shall be decided by the Director, NITJ.

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9. MEMBERS AND FUNCTIONS OF THE CO-ORDINATION COMMITTEE

- 9.1. The following will constitute the Coordination Committee to monitor and review the collaborative programmes between the two Institutions:
 - Director, NITJ or his nominee (s)
 - Director General, CIPET or his nominee(s)
 - Coordinators from NITJ & CIPET
- 9.2. The Coordination Committee shall:
 - 9.2.1. Review the progress of the identified programs (at least once in a year)
 - 9.2.2. Consider the new R&D proposals for joint collaboration and implementation on case-to-case basis including IPR and financial arrangement.
 - 9.2.3. Consider the addition/deletion of areas of co-operation between the two Institutions during review.
 - 9.2.4. Consider the continuance of the MoU.

10. JOINT PROPERTY

- 10.1. The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon writing.
- 10.2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon in writing by the Parties.
- 10.3. The parties shall have the liberty to execute a separate agreement/contract if necessary to govern any development which arises out of the instant collaboration.

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11. NO MONETARY CONSIDERATION

11.1. No monetary consideration will be exchanged between the two institutions, nor willthere be any reimbursements for expenses, or sharing of fees or profits arising from the instant agreement.

12. TERMINATION

- 12.1. Either party may terminate the instant MOU in advance of its normal expiration by providing the other party with six-months written notice subject to fulfilment of commitments already agreed upon under the provisions of the instant MOU.
- 12.2. The instant MoU shall continue to apply to the ongoing activities until their completion regardless of any termination.
- 12.3. Disputes arising under the instant MOU shall be settled through amicable discussions.

13. LIABILITY AND INDEMNITY

- 13.1. Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.
- 13.2. No party shall be liable to indemnify the loss caused to the other party, if the loss caused is as a result of their own actions.
- 13.3. If however, the loss caused to a particular party has arisen as a result of the other party's actions, then the party which caused the loss shall be liable to indemnify the loss of the non-faulting party.

14. SEVERABILITY

14.1. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

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15. ENTIRE AGREEMENT

- 15.1. Save as provided herein, this Agreement embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes and cancels any previous agreements, representations, warranties, discussions, understandings and/or undertakings amongst the Parties, written or oral or otherwise with respect to such subject matter.
- 15.2. This Agreement shall not be construed to be an arrangement between the parties in the nature of a Partnership, Association of Persons, Joint Venture Agreement or any contract of a commercial nature.

16. ASSIGNMENT

- 16.1. The rights and obligations under this Agreement shall not be assigned or transferred in whole or in part by any Party without the written consent of the other Parties.
- 16.2. This Agreement shall benefit and be binding on the Parties, their assignees and their respective successors.

17. CONFIDENTIALITY

17.1. Each party hereby agrees to maintain secrecy and keep confidential any information that it shall gain or be privy to in the course of execution of carrying out its obligations under this Agreement and agrees not to disclose to the same to any third party for any reason whatsoever except for complying with any applicable law, insurance or regulatory requirements or order of any competent Court, of such information gained, unless permitted by the Other Party.

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18. VARIATION

18.1. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have hereby executed this MEMORANDUM OF UNDERSTANDING as of the day and year first written above

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By:	By:
Prof. Ajay Bansal	Dr. P. S. G. Krishnan
Registrar,	Principal Director (TSS & BD)
Dr. BR Ambedkar NIT	CIPET, Head Office
Jalandhar, Punjab	Guindy, Chennai – 600 032
Date	Date
Witnesses:	Witnesses:
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Treleder	11/15/09
Name:	Name: BALDEV KRISHAM.
Dr. BR Ambedkar NIT	CIPET
Jalandhar, Punjab	
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By fr	Ву 5-
	Name: G. C. Salvi
Name:	Name: G.C. Salw
Dr. BR Ambedkar NIT	CIPET
Jalandhar, Punjab	