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## Memorandum of understanding (MOU)

- 1.0 Memorandum of understanding (MOU) made on this 15<sup>th</sup> day of February 2002 between

**Central Mechanical Engineering Research Institute, Durgapur**

on behalf of the Council of Scientific and Industrial Research, New Delhi, a society registered under the societies registration Act 1860 (hereinafter called 'CMERI' which expression shall include its successor and assign and all the persons for the time being in the management of the society) on the one part.

AND

**Indian Institute of Technology, Kharagpur**

an academic institution having its office at IIT, Kharagpur, West Bengal, India having expertise in the area of scientific and technological teaching and research (hereinafter referred to as 'IIT, Kharagpur' which expression shall include its successor and assigns all the persons for the time being in the management of the institution) on the other part.

### 2.0 Preamble

- 2.1 Whereas CMERI is a premier R&D Institute in Mechanical and allied engineering disciplines, with core competency in Design engineering, Robotics & Automation, CAD/CAM, Energy & Process Plant Engineering, Advanced Manufacturing, Rapid Prototyping and tooling, and with proven track record in product development.
- 2.2 Whereas IIT, Kharagpur has experience in various research-oriented projects with highly specialized expertise in different fields such as Mechanical Engineering, Chemical Engineering, Cryogenic Engineering, Industrial Engineering, Electronics and Electrical Communication Engineering, Metallurgical & Materials Engineering including other areas of science & technology.



*Matthew Lee*

For the Council of Scientific and Industrial Research  
New Delhi  
Date: 15/02/2002  
Place: Durgapur - 9

- 2.3 Whereas both CMERI and IIT, Kharagpur having complementary facilities and competence are interested to draw upon the strength of each other to ensure profitable utilization of their facilities and expertise.

### 3.0 Scope of MOU

- 3.1 CMERI and IIT will put forward joint efforts towards the following aspects in the pursuit of knowledge base and in implementing R&D projects and HRD activities.

#### 3.1.1 General :- Training / HRD activities / interaction

- M.Tech., M.S. or Ph.D. students of IIT working for the projects / thesis undertake training in relevant laboratory in CMERI.
- Joint interaction with Industries.
- Training programme of CMERI scientists in IIT Kharagpur as per the institute rules for collaborative projects.

#### 3.1.2 R&D Collaboration

- The areas of R&D collaboration would cover a wide range of possible activities in the light of available facilities and expertise.
  - The specific projects / activities will be based on mutual interaction
  - CMERI and IIT may initiate joint in-house R&D programme / activity with available resources for which additional funding is not required.
  - CMERI and IIT will identify and formulate joint proposals and submit these to possible funding agencies.



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- The areas now identified and may be considered are ;

- Thermal Engineering : Fuel Cell, Heat Pipe
- Cryogenic Engineering : Turboexpander / Liquefaction system
- Materials / Foundry : Nanosized Engineering Ceramics, Ceramic-Metal Matrix Composites, Ceramic foam, Ceramic coated / impregnated rubber materials
- Rapid Prototyping and Tooling
- Micro-electromechanical Systems & Bio-medical instruments
- Industrial Engineering and Management : On line project management and co-ordination, On line materials/resource Management
- Robotics & Automation

3.2 This MOU is valid for five years from the date of signing with provision for further renewal on mutual agreement and shall remain in force until or otherwise modified/amended mutually.

3.3 During the tenure of the MOU or thereafter, both CMERI and IIT Kharagpur will be free to take up similar or same type of work independently and will be free to enter into similar MOU with other parties.

#### 3.4 Sharing of Responsibilities

Investigators of both the Institutes will be responsible for different activities of the joint projects as agreed upon mutually.



*Mithun Lal*

#### 4. Financial Aspects

- 4.1 Both CMERI and IIT Kharagpur agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situations.
- 4.2 For joint projects the distribution of project funds between the institutes would be made as per agreement in proposal or on the basis of mutual agreement.
- 4.3 CMERI and IIT Kharagpur have been exempted from income tax under Rules 6 of the income tax rules for the purpose of clause (ii) of Sub-Section (1) of section 35 of the income tax Act 1961 vide Ministry of Finance, Department of Revenue notification number 1485-F.No.DG/IT(E)/Cal/ND-77/35(1)(ii)/90-91 dated 16.06.1998 and as such deduction of income tax at source is not applicable.

#### 5.0 Amendments

No amendments or modification of the MOU shall be valid unless the same is made in writing by both the parties and agreed to, specially stating the same to be an amendment of the agreements.

#### 6.0 Execution of MOU

- 6.1 In the event of any dispute / differences arising between the parties the same shall be resolved amicably through mutual discussion between the designated individuals of both the organizations.
- 6.2 In witness where of CMERI and IIT, Kharagpur hereto caused the MOU to be executed by their duly authorized representative on the day, month and the year first above written.

*Matthew Lal*



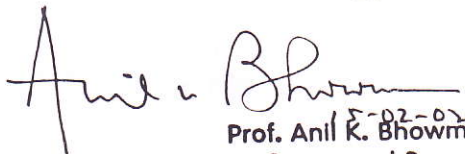
## 7.0 No Liability Clause

Activities covered under this MOU would be carried out with due professional care. However, neither CMERI nor IIT, Kharagpur shall claim from the other for any loss or damage whatsoever resulting due to implementation of any technology.

## 8.0 Intellectual Property Rights

Any patent or publication arising out of the joint investigation made by CMERI and IIT, Kharagpur shall be the joint property of both the sides.

Signed for and on  
behalf of IIT Kharagpur



Prof. Anil K. Bhowmik

Name : Dean, Sponsored Research &  
Industrial Consultancy

Designation : I.I.T., Kharagpur-721302

(Authorised Signatory)

Witness




(a) D. Gunasekaran  
Principal Administrative Officer (Projects)  
I.I.T., Kharagpur - 721302



Signed for and on  
behalf of CMERI

Name :

Designation :   
(Authorised Signatory)

Witness

(a)



(B. N. M. Arora)

Scientist, CMERI, Durgam