

Memorandum of Understanding

between

CSIR – Central Building



Research Institute

**Roorkee - 247 667
Uttarakhand, India**

and



**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR - 721302
West Bengal, India**

A handwritten signature in blue ink, appearing to be 'S. K. Ghosh'.

A handwritten signature in blue ink, appearing to be 'A. K. Ghosh'.

This Memorandum of Understanding (MoU) is executed on ^{25th Nov}....., 2020

between

Council of Scientific and Industrial Research (CSIR), which is a Society registered under the Indian Societies Registration Act XXI of 1860 with its Registered Office at Rafi Marg, New Delhi - 110001, INDIA acting through its CENTRAL BUILDING RESEARCH INSTITUTE ROORKEE, India (hereinafter referred to as CBRI), which is one of the constituent National Laboratories under CSIR of the first part,

and

Indian Institute of Technology Kharagpur - an autonomous Institute established under the Ministry of Human Resource Development, Govt. of India in 1951 under an act of Parliament and having its registered office at KHARAGPUR, WEST BENGAL - 721302 (hereinafter referred to as IIT Kharagpur) of the second part.

PREAMBLE

WHEREAS, CBRI is engaged in research, design and development and consultancy in the field of Engineering and Technology, Material Science and Architecture and Planning.

WHEREAS, IIT Kharagpur, which is charged with the responsibility of training technical manpower in different areas of Engineering, including Civil Engineering, Technology, Science, Management and Humanities & Social Sciences, is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in S&T by undertaking industrial and applied research and consultancy,

WHEREAS, both CBRI and IIT Kharagpur, now,

- Recognizing the importance of research and development in the areas of Building Science, Engineering Sciences, Engineering Geology, Material Science and Architecture & Planning,
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Building Science and Technology including Structural Engineering, Engineering Geology, Geotechnical Engineering, Material Science and Architecture & Planning.
- Desiring to enhance their efforts by joining their expertise and resources.

INTEND to form a Synergistic Framework for promoting development and growth of excellent quality manpower in the fields of Engineering, Technology and Science with a focus on Civil Engineering, Building Science, Engineering Geology and other branches of Engineering, Technology and Science.

NOW, THEREFORE in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CBRI and IIT Kharagpur hereby acknowledge, CBRI and IIT Kharagpur hereby agree as under:



ARTICLE – I: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between CBRI and IIT Kharagpur for enhancing, within the country, the availability of highly qualified manpower in the area of Civil Engineering, Building Science and Technology, Engineering Geology, Architecture & Planning and other areas of Engineering, Technology and Sciences without any prejudice to prevailing rules and regulations in CSIR / CBRI and IIT Kharagpur and without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to CSIR/CBRI and/or IIT Kharagpur. The areas of cooperation can be extended through mutual consent.

ARTICLE – II: SCOPE OF ACADEMIC INTERACTION

CBRI and IIT Kharagpur shall encourage interaction between the CBRI Scientists and IIT Kharagpur faculty members and students through the following arrangements.

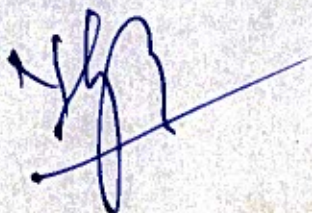
- a) Exchange of personnel through deputation for limited periods as mutually agreed upon
- b) Organization of joint Conferences and Seminar
- c) Practical training of IIT Kharagpur students at CBRI and vice-versa.
- d) Joint guidance of student projects / theses in Structural Engineering, Seismic Microzonation, Geotechnical Engineering, Environment Engineering, Building Science & Technology, Architecture & Planning, Engineering Geosciences and other areas of mutual interest at IIT Kharagpur by CBRI Scientists and faculty of IIT Kharagpur as per rules and regulations of both institutes.
- e) Participation of CBRI Experts in IIT Kharagpur programmes and events as well as participation of Faculty and Students of IIT Kharagpur to participate in research programmes and events of CBRI, based on mutual agreement and approvals of both organizations as appropriate.
- f) Admission of CBRI Scientists / Technical Officers to the post-graduate programmes (M.Tech., Ph.D) at IIT Kharagpur as sponsored candidates fulfilling the criteria for admission as prevailing at IIT Kharagpur during the time such admission is sought or with mutual consent and understanding.
- g) Initiation of collaborative research and submission of joint project proposals by CBRI and IIT Kharagpur to external funding.

ARTICLE – III: SHARING OF FACILITIES

- a) CBRI and IIT Kharagpur shall make provisions to share their respective R&D facilities in order to promote academic and research interaction in the areas of cooperation subject to approvals and availability.
- b) CBRI and IIT Kharagpur shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permissible, within the rules governing the two institutions.
- c) CBRI and IIT Kharagpur shall provide access to the library and extend inter-library loan facilities to scientists of CBRI, members of faculty and students of IIT Kharagpur as per the prevailing rules and norms in the respective institutes.

ARTICLE – IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The activity under this MoU between CBRI and IIT Kharagpur shall be coordinated by a coordinator from each organization, respectively.
- b) Financial arrangements for each specific activity will be decided on a case-to-case basis as required, subject to approval by each organization.



ARTICLE – V: EFFECTIVE DATE AND DURATION OF MoU

- This MoU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MoU shall be for a period of 5 years from the effective date and may be extended further on mutual agreement.
- 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 students who have been admitted to pursue a programme under the MoU, or progress of any ongoing mutual activity that has been initiated formally with approval of both sides.
- Any clause or article of the MoU may be modified or amended by mutual agreement of CBRI and IIT Kharagpur.

ARTICLE – VI: IPR

Rights regarding publications, 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 and separate activity specific agreements, wherever necessary.

ARTICLE – VII: ARBITRATION

Any difference/dispute arising out of the MoU shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

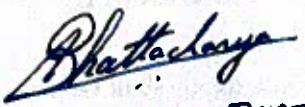
ARTICLE – VIII: CONFIDENTIALITY

During the tenure of the MoU information to be shared must be indicated as “confidential” or “non-confidential”. Both CBRI and IIT Kharagpur will maintain strict confidentiality and prevent disclosure of all the information designated as “confidential” except by mutual agreement.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



DIRECTOR
Indian Institute of Technology Kharagpur
Kharagpur

Witness:

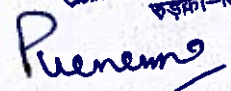

ANANDARAM BHATTACHARYA
Associate Dean (ZP)

Date:

18 - Nov - 2020


DIRECTOR
Central Building Research Institute
Roorkee
सौरभ इंस्टीट्यूट
Director
सीएसआईआर-के ४० अ० सं०
CBRI-Central Building Research Institute
रूड़की-Roorkee (U.K.)

Witness:


Dr. Purnima Parida

Date:

25. 11. 2020.