



MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD
AND
CSIR-NATIONAL METALLURGICAL LABORATORY, JAMSHEDPUR

The provisions recorded below establishes the principles and conditions by which Indian Institute of Technology (Indian School of Mines) Dhanbad, and CSIR-National Metallurgical Laboratory Jamshedpur (CSIR-NML Jamshedpur) agree to cooperate in academic exchange, joint research and access to each other's facilities. Such cooperative agreement will be realized as established in the following clauses:

I. Legal framework of both organizations

Indian Institute of Technology (Indian School of Mines) Dhanbad, an All India Institution financed by the Central government, established as a public engineering and research institute, by the Government of India. Having its office at Police Lines, Sardar Patel Nagar, Hirapur, Dhanbad, Jharkhand 826004 hereafter referred to as "IIT(ISM)" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include successors, executors, representatives and permitted assignees.

IIT(ISM) Dhanbad is premium institute of India engaged in providing quality professional education in specialized under-graduate and post-graduate programs in the energy and the allied sectors since 1926 and was granted the status of IIT(ISM) by the Act of parliament in 2016, to enter into cooperative agreement and memorandum of understanding with other universities, public sector and private sector organizations in achieving and furtherance of its goals and objectives as stated in the statute. CSIR-NML, Jamshedpur is one of the Research and Development laboratories located at Jamshedpur-831007 under Council of Scientific and Industrial Research (CSIR), a society registered under society's registration Act (XXI of 1860) having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi through **CSIR-NML Jamshedpur** being a constituent laboratory of CSIR, of the other part together **IIT(ISM) Dhanbad** and **CSIR-NML** shall be called as **PARTIES**.

II. IIT(ISM) Dhanbad and CSIR-NML Jamshedpur common interests and objectives



Both the parties by reason of their involvement in the common field of research in the areas of science and engineering, especially metallurgical and materials engineering, mineral engineering etc., are interested in establishing cooperation in academic and research activities in achieving their goals and objectives.

III. Purpose of the Agreement

This **MoU** details the modalities and general conditions regarding the working relationship between **IIT(ISM) Dhanbad** and **CSIR-NML Jamshedpur** without any prejudice to prevailing rules and regulations in **IIT(ISM) Dhanbad** and **CSIR-NML Jamshedpur** and without disregard to any existing mechanism evolved and approved by the Ministry of Education, Government of India and the Ministry of Science & Technology, Government of India.

- The activities under the linkage will be as described below, which form the schedule to this Memorandum of Understanding. The schedule may be amended by mutual agreement and such amendments shall form part of this memorandum of understanding.
- The Instrumentation facilities, Computing and Software facilities, Laboratory and Library facilities of one organization shall be made available for the students and scientists/faculty of the other organization. Wherever charges are to be paid, concessional charges, as decided by the respective institution shall be paid by the respective PARTIES.
- CSIR-NML Jamshedpur shall provide summer and winter training/internship to the students of IIT(ISM) Dhanbad.
- Exchange of teaching and research personnel.
- The students of IIT(ISM) Dhanbad shall be deputed for project and research work under joint supervision.
- Accessing information and support of CSIR-NML while formulating specification for procurement of sophisticated equipment at IIT(ISM) Dhanbad.
- Sharing and utilization of infrastructural facilities, like information and documentation centre, workshop, auditorium etc., by either PARTY in each other's premises for the purpose of dissemination of knowledge, as per institutional rules.
- The PARTIES shall organize National/International Conferences/ Seminars/ workshops jointly.
- Faculty/scientist from both organizations shall collaborate and participate in research groups and submit & execute collaborative consultancy projects/sponsored research and development projects from external research sponsoring agencies.



IV. Confidentiality

- In the course of negotiations, non-public, proprietary and confidential information will be received and/or disclosed by the PARTIES to each other. The PARTIES agree to treat such information confidential and to use their best efforts to protect such information from disclosure to any non-party during the period of MOU. After the termination of the MOU, disclosure of any such information to a third party/public domain by a receiving party shall require consent of the disclosing party in the written form.

V. Intellectual Property Rights

- Any intellectual property emanating out of the dissertation works guided jointly by the parties shall be owned jointly by IIT(ISM) Dhanbad and CSIR-NML Jamshedpur. Any such IPR shall be filed jointly by IIT(ISM) Dhanbad and CSIR-NML Jamshedpur. It shall be obligatory for the parties to file such IPR in India within 6 months of such finding.
- The expenditure connected with securing and maintaining the Intellectual Property Rights shall be shared between the organizations in proportions mutually decided by them, on case to case basis, based on their respective intellectual, material and financial contributions.
- The royalties derived from the monetization of the Intellectual Property shall also be shared between the PARTIES in proportions mutually decided by them, on case to case basis, based on their respective intellectual, material and financial contributions.

VI. Term and Termination

This agreement will be effective for a period of two years from the date it is signed by both parties. The agreement can be renewed for additional two (2) years periods by mutual consent of the parties to the agreement. Either party to this agreement can terminate it by giving six months notice.

VII. Liability

The financial liability arising from the activities on either of the parties shall be limited to the total charges decided upon for the use of respective facilities and manpower costs, if any. However, any damage to equipment or facilities of one party brought about by negligence or intentional misuse by the personnel of the other party will be chargeable at actual; required

for repairing/replacing the equipment/facility. The decision of heads of the respective institutions shall be final and binding on this matter and any related disputes thereof.

VIII. Coordination and Follow-up

Any additions, changes, or deletions must be approved by the authorities of both the organizations who are signatories to this agreement or their respective successors. All



notices shall be in writing and shall be directed to these authorities as follows by the signatories of this **MOU**.

IX. Indemnification

Each Party will indemnify the other from any claims arising out of injuries of personnel of one party at the premises of the other.


X. Arbitration

In case of any dispute arising out of this MoU, the heads of the institutions shall endeavor to resolve such controversy or dispute by mutual discussions and in good faith and unless the Parties otherwise agree in writing, such Dispute shall be finally settled by arbitration. Failing matter will be finally settled by arbitration referred to Delhi International Arbitration Centre (DIAC), Delhi High Court New Delhi. The language of Arbitration shall be English. The Parties to the Arbitration shall bear their own costs and expenses. The arbitral panel shall give reasons for their award, including interim awards, if any. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

Signed.....


SAGAR PAL
Dean (Research & Development)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad - 826004 (INDIA)

Signed.....


डॉ. शीतल कुमार पाल
Dr. Sital Kumar Pal
प्रमुख/Head
अनुसंधान योजना एवं व्यापार विकास
Research Planning & Business Development
Head
सी.एस.आई.आर.-राष्ट्रीय धातुकर्म प्रयोगशाला
Research Planning & Business Development
CSIR-National Metallurgical Laboratory
जमशेदपुर / Jamshedpur - 831 007
CSIR-NML, Jamshedpur

Witness

Signed 1.  (MADHUMANTI BHATTACHARYYA)

2.  (Avanish Kumar)

3.  (M. Vishnu Teja)

Witness

Signed.....

