

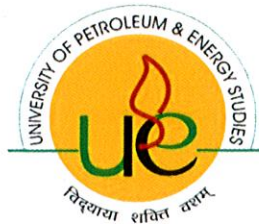
# MEMORANDUM OF UNDERSTANDING

BETWEEN



**CSIR - CENTRAL BUILDING RESEARCH INSTITUTE**  
**(A Constituent Laboratory of CSIR)**  
**Roorkee - 247 667**  
**Uttarakhand**

AND



**UNIVERSITY OF PETROLEUM & ENERGY STUDIES,**  
**'Energy Acres', P.O. Bidholi, Via Prem Nagar,**  
**Dehradun, 248007**  
**Uttarakhand**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Roorkee on this 11<sup>th</sup> day of February 2014.

### BETWEEN

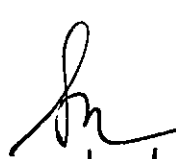
**The Council of Scientific and Industrial Research (CSIR)** which is a Society, registered under the Indian Societies Registration Act XXI of 1860 with its Registered office at Rafi Marg, New Delhi – 110 001, India acting through its **CENTRAL BUILDING RESEARCH INSTITUTE – ROORKEE, INDIA** (hereinafter referred to as **CBRI**) through its authorized signatory, **Prof. S K Bhattacharyya, Director** which is one of the constituent National Laboratories under CSIR of the **first part**.

### AND

**University of Petroleum and Energy Studies**, a University established under the University of Petroleum and Energy Studies Act, 2003, enacted by the State of Uttarakhand, having University Campus at Village Bidholi, Dehradun Uttarakhand (hereinafter referred to “**UPES**”) through its authorized signatory, **Dr. S. J. Chopra, Chancellor** of the **second part**.

### PREAMBLE

Whereas, CSIR-Central Building Research Institute, Roorkee, India, has been vested with the responsibility of generating, cultivating and promoting building science and technology in the service of the country. Since it's inception in 1947, the Institute has been assisting the building construction and building material industries in finding timely, appropriate and economical solutions to the problems of materials, rural and urban housing, energy conservation, efficiency, fire hazards, structural and foundation problems and disaster mitigation.

  
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*See*

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

**WHEREAS, both CBRI and UPES, now:**

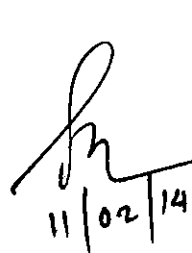
- Recognizing the importance of research and development in the areas of Building Science, Engineering Sciences, Engineering Geology, Material Science and Architecture & Planning.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Building Science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

INTEND to form a nucleus for promoting 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 UPES hereby acknowledge. CBRI and UPES hereby agree as under:

**ARTICLE - I: SCOPE OF THE MoU**

This MoU details the modalities and general conditions regarding collaboration between CBRI and UPES 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

  
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mechanism applies to CSIR/CBRI and/or UPES. The areas of cooperation can be extended through mutual consent.


**ARTICLE -I I: SCOPE OF ACADEMIC INTERACTION**

CBRI and UPES shall encourage interaction between the CBRI Scientists and UPES faculty members and students through the following arrangements:

- (a) Exchange of personnel through deputation for limited periods as mutually agreed upon
- (b) Organizing of joint conference and Seminar
- (c) Practical training of UPES students at CBRI
- (d) Joint guidance of students projects/thesis in Structural Engineering, Geotechnical Engineering, Environment Engineering, Building Science & Technology, Architecture & Planning, Engineering Geo Sciences and other areas of mutual interest at UPES by CBRI Scientists & faculty of UPES as per rules and regulations of UPES.
- (e) Admission of CBRI Scientists/Technical officers to the post-graduate programmes (M.Tech, Ph.D) at UPES as sponsored candidates fulfilling the criteria as laid down by the UPES.

**ARTICLE - III : SHARING OF FACILTIES**

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

  
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- (c) CBRI and UPES shall provide access to the library and inter-library loan facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

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



- (a) The collaborative programme between CBRI and UPES shall be coordinated by a Co-ordination Committee appointed by Director, CBRI and Chancellor – UPES.
- (b) Financial arrangements for each specific collaboration will be decided by the Coordination Committee on a case-to-case basis and brought on record in each case.

**ARTICLE – V: EFFECTIVE DATE AND DURATION OF MoU**

- (a) This MoU shall be effective from the date of its approval by competent authorities at both ends
- (b) The duration of the MoU shall be initially for a period of 5 years from the effective date.
- (c) 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.
- (d) Any clause or article of the MoU may be modified or amended by mutual agreement of CBRI and UPES.

**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.

  
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**ARTICLE – VII : ARBITRATION**

Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute will be referred to the coordination committee appointed jointly by Director, CBRI and Chancellor – UPES. The outcome of the committee shall be binding upon both the parties.

**ARTICLE – VIII : CONFIDENTIALITY**

During the tenure of the MoU both CBRI and UPES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU unless such disclosure is required to be done under the binding laws, regulations or governmental orders; provided that in such case the Party required to disclose shall give sufficient prior written notice to the other Party.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DAY, MONTH AND YEAR HEREIN ABOVE WRITTEN IN THE PRESENCE OF:

*S.K. Bhattacharyya*  
**(Prof. S.K. Bhattacharyya)**  
**DIRECTOR**  
CSIR-Central Building Research Institute  
Roorkee- 247 607  
Uttarakhand.

*S. J. Chopra*  
**(Dr. S.J. Chopra)**  
**CHANCELLOR**  
University of Petroleum & Energy Studies  
"Energy Acres", P O Bidholi  
Via Prem Nagar, Dehradun- 248 007  
Uttarakhand.



**WITNESSES:**

1. *Sunil K. Sharma*  
**Sunil K. Sharma**  
Chief Scientist  
Central Building Research Institute  
Roorkee, Uttarakhand - 247667

2. *Manikantan V*  
**Manikantan V**  
11/2/14

*Manikantan V*  
**(Dr. Manikantan V)**

Date:  
Place:

**MANIKANTAN.V**  
*Manikantan V*  
11/02/2014  
Roorkee