

हिमाचल प्रदेश HIMACHAL PRADESH

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Memorandum of Understanding

between





CSIR - Central Building Research Institute Roorkee -247667 Uttarakhand, India

Jaypee University of Information Technology Waknaghat, Solan, Himachal Pradesh Pin: 173234



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Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed on this 28th November of Two Thousand and Twenty Two, 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 "CSIR-CBRI") which is one of the constituent National Laboratories under CSIR of the first part,

AND

Jaypee University of Information Technology established under H.P Legislative Assembly act No 14 of 2002 and Approved by UGC under Section 2f under an act of Parliament and having its registered office at Waknaghat, P.O. Waknaghat, Teh: Kandaghat, Distt. Solan, H.P., India, PIN-173234 (thereinafter referred to as "JUIT") of the second part.

PREAMBLE

Whereas, CSIR-CBRI, 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.

Whereas, JUIT which 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 Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, both CSIR-CBRI and JUIT, 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

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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 CSIR-CBRI and JUIT hereby acknowledge. CSIR-CBRI and JUIT hereby agree as under:

SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between CSIR-CBRI and JUIT 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 JUIT 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 JUIT. The areas of cooperation can be extended through mutual consent.

SCOPE OF ACADEMIC INTERACTION

CSIR-CBRI and JUIT shall encourage interaction between the CSIR-CBRI Scientists and JUIT faculty members and students through the following arrangements:

- Exchange of personnel through deputation for limited periods as mutually agreed upon.
- · Organizing of joint conference and seminar.
- Practical training of JUIT students at CSIR-CBRI and vice-versa.
- 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 JUIT by CSIR-CBRI Scientists & faculty of JUIT as per rules and regulations of JUIT.
- Admission of CSIR-CBRI Scientists/Technical officers to the post-graduate programmes (M.Tech., Ph.D.) at JUIT as sponsored candidates if the candidates fulfill the admission criteria as laid down by JUIT.

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SHARING OF FACILTIES

- CSIR-CBRI and JUIT shall make provisions to share their respective R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- CSIR-CBRI and JUIT 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.
- CSIR-CBRI and JUIT 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.

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- The collaborative programme between CSIR-CBRI and JUIT shall be coordinated by a Co-ordination Committee appointed by Director, CBRI and Vice-Chancellor, JUIT.
- 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. The Coordination Committee will consist of Director, CSIR-CBRI, Roorkee, Vice-Chancellor, JUIT, One representative from CSIR-CBRI, Roorkee and One representative from JUIT.

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 initially for a period of five years from the effective date.
- 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.
- Any clause or article of the MoU may be modified or amended by mutual agreement of CSIR-CBRI and JUIT.

IPR

Intellectual property rights (IPR) regarding publications, patents, royalty, ownership of software/design/product developed/artifacts created, etc. under the scope of this MoU shall be jointly owned by both the parties. Any specific deviation, if any, shall be mutually agreed in special case(s).

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These areas of Cooperation will be reviewed from time to time and modified accordingly. New areas will be listed as appendices.

CONFIDENTIALITY

During the tenure of the MoU both CSIR-CBRI and JUIT 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.

ARBITRATION

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

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

Prof. (Dr.) Rajendra Kumar Sharma Vice Chancellor JUIT P.O. Waknaghat, Tehsil: Kandaghat, Distt.
Solan, H.P, India Pin: 173234
1. Prof. (Dr.) Ashish Kumar HoD, Civil Engg. Deptt., JUIT
2. Dr. Saurav Assistant Professor, Civil Engg. Deptt., JUIT

Date: Place: