

MEMORANDUM OF UNDERSTANDING

between

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001

Represented by

CENTRAL LEATHER RESEARCH INSTITUTE
Adyar, Chennai 600 020, India

VELLORE INSTITUTE OF TECHNOLOGY, VELLORE

AND

BIRLA INSTITUTE OF TECHNOLOGY, MESRA

in connection with

submitting Joint R&D Proposal to the
DEPARTMENT OF SCIENCE AND TECHNOLOGY,
Govt. of India

October 2019

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) made and entered into on this 21st day of October, Two thousand Nineteen between Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001, (hereinafter called CSIR which expression shall, where the context so admits, include its successors and permitted assigns) of the one part.

AND

M.1.2 Vellore Institute of Technology, having its address at VIT, Katpadi, Vellore,632014 (hereinafter called VIT, which expression shall, where the context so admits, include its successors and permitted assigns) of the second part.

AND

M.1.3 Birla Institute of Technology, having its address at BIT, Mesra, Ranchi, 835215 (hereinafter called BIT, which expression shall, where the context so admits, include its successors and permitted assigns) of the third part.

M.2 PREAMBLE

M.2.1 WHEREAS the Department of Science and Technology, Govt. of India (hereinafter called DST) supports different R&D programmes under the stipulated terms and conditions.

M.2.2 WHEREAS CSIR at its Central Leather Research Institute (CLRI), Adyar, Chennai-600 020 (hereinafter called the CSIR-CLRI) has immense expertise in the area of bio-methanisation technology for biogas production, biogas recovery from municipal solid waste and purification and bioenergy



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generation and is desirous of collaborating with VIT and BIT in the area of R & D activities relating to efficient treatment of industrial and municipal solid waste in to energy.

M.2.3 WHEREAS VIT has expertise in the area of Bio-gas utilization in the area of IC & SI engine

M.2.4 WHEREAS BIT has expertise in the area of sterling engine.

M.2.5 WHEREAS CSIR-CLRI, VIT and BIT are convinced of the mutual benefits in the collaborative research and have submitted a joint R&D proposal to the DST for necessary support (hereinafter called PROPOSAL) for undertaking a project on Development and optimization of performance and emission characteristics of CI, SI and sterling engines using hydrogen enriched Bio-CNG .

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

M.3 SCOPE OF THE AGREEMENT

M.3.1 The MoU details the rights and obligations of the parties hereto, pertaining to the PROPOSAL.

M.3.2 Once the PROPOSAL is accepted by the DST, the R&D activity shall be undertaken by the parties in terms of a separate agreement on case to case basis specifying mutually agreeable and well-defined identified roles and responsibilities of each organization, deliverables and other terms and conditions including financial implications and time.



M.4 FINANCIAL ARRANGEMENTS

F.4.1 CSIR-CLRI, VIT and BIT are convinced of the mutual share of fund allocated for the PROPOSAL.

F.4.2 The fund shall be shared according to the activities indicated as per the work packages.

M.5 RESPONSIBILITIES OF CSIR-CLRI

M.5.1 CSIR-CLRI shall act as the coordinating partner in the Research activities to be carried as per the PROPOSAL.

M.5.2 CSIR-CLRI shall ensure that VIT and BIT are the network partners.

CSIR-CLRI shall ensure that the facilities procured under DST funding will

M.5.3 be made available to VIT and BIT.

M.6 RESPONSIBILITIES OF THE VIT

M.6.1 VIT shall act as the principal investigating partner in the Research activities to be carried as per the PROPOSAL.

M.6.2 VIT shall ensure that CSIR-CLRI and BIT are the network partners.

M.6.3 VIT shall ensure that the facilities procured under DST funding will made be available to CLRI and BIT.

M.7 RESPONSIBILITIES OF THE BIT

M.7.1 BIT shall act as one of the partners in the Research activities to be carried as per the PROPOSAL.

M.7.2 BIT shall ensure that CSIR-CLRI and BIT are the network partners.

M.7.3 BIT shall ensure that the facilities procured under DST funding will be made available to VIT and CLRI.



R.K. Singh [Signature] [Signature]
[Signature]

M.8 INTELLECTUAL PROPERTY RIGHTS

M.8.1 Intellectual Property owned by each party before undertaking the project in terms of the PROPOSAL, shall remain with the original owners.

M.8.2 Intellectual property developed as outcome of the project undertaken in terms of the PROPOSAL shall be shared among all the parties jointly as per separate Agreement to be signed by the parties on mutually agreeable terms and conditions after acceptance of the PROPOSAL by the DST.

M.9 EFFECTIVE DATE AND DURATION OF THE MoU

M.9.1 The MoU shall be effective from the date of its signing (hereinafter called EFFECTIVE DATE) and shall remain in force till the receipt of the decision on the PROPOSAL from the DST. Once the PROPOSAL is accepted by the DST, the R&D activity shall be undertaken by the parties in terms of a fresh Agreement to be signed between the parties on mutually agreeable terms and conditions.

M.10 CONFIDENTIALITY

M.10.1 All information supplied by any party shall remain the property of the disclosing party and shall be promptly returned by the receiving party upon receipt of written request therefor.

M.10.2 Unless otherwise agreed upon between the parties in writing, each party undertakes on its behalf and on behalf of its employees/ associates/ representatives with respect to any and all information received under this MoU

- a) To keep strictly confidential and not to make it available to any third party even under a Secrecy Agreement.
- b) To use the information only for the purpose of the MoU.
- c) Not to exploit the information commercially and
- d) Not to use the information for any publication or for seeking intellectual property rights in its own name or in the name of its



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associates or any other person on any matter relating to the information.

M.10.3 The obligations of the parties with respect to secrecy as per clause M. 7.3 shall not extend to such information which can be shown by either of the parties.

- a) To have been of public knowledge at the time of disclosure by the disclosing party.
- b) To have already been in the rightful possession of the receiving party at the time of disclosure as evidenced by documentation in the receiving party's possession.
- c) To have become public knowledge after disclosure by the disclosing party through no fault of receiving party, but only after and to the extent that it has become public knowledge.
- d) To have become legally available without restriction on disclosure or use to the receiving party from any third party not owing a duty of confidentiality to the disclosing party.

M.11 COMPLETION OF PROPOSAL

M.11.1 The PROPOSAL shall be deemed to have been active till the decision on project proposal is communicated by DST.

M.12 DISPUTE SETTLEMENT

M.12.1 The parties shall attempt in good faith to resolve controversy or dispute, if any, arising out of or relating to this MoU.

M.13 ASSIGNMENT OF THE MoU

M.13.1 No party shall assign any of its rights and obligations under this MoU without the prior consent of the other parties.



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R.K. Singh

Handwritten signatures and initials.

M.14 AMENDMENTS TO THE MoU

- M.14.1** No amendment or modification of the MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of the MoU. The modification shall be effective from the date on which they are made/executed, unless otherwise agreed to.

SEAL OF PARTIES

In witness thereof the parties hereto have signed this MoU on the 21st day of October, 2019 as mentioned hereinbefore.

Parties

For and on behalf of
CSIR-CLRI



Signature

Designation

परियोजना नियोजन एवं व्यवसाय विकास
Project Planning & Business Development (PPBD)
सीएसआईआर - केन्द्रीय चर्म अनुसंधान संस्थान
CSIR - Central Leather Research Institute
अड्यार, चेन्नई Adyar, Chennai-600 020.

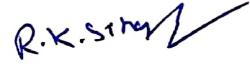
For and on behalf of
VIT



Signature

Designation

For and on behalf of
BIT



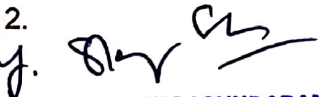
Signature

Designation

Associate Dean
(Faculty Affairs & Sponsored Research)
Birla Institute of Technology
Mesra, Ranchi-835215
Jharkhand

Witness (Name &Address)

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2. 

जी. शम्भुगसुन्दरम G. SHANMUGASUNDARAM
वरिष्ठ प्रधान वैज्ञानिक Senior Principal Scientist
परियोजना नियोजन एवं व्यवसाय विकास
Project Planning & Business Development (PPBD)
सीएसआईआर - केन्द्रीय चर्म अनुसंधान संस्थान
CSIR - Central Leather Research Institute
अड्यार, चेन्नई Adyar, Chennai-600 020.

Witness (Name &Address)

1. 

2.

Witness (Name &Address)

1. 
(Dr. Rajeev Kumar)

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