



THIS MEMORANDUM OF UNDERSTANDING (MOU) IS EXECUTED BETWEEN CSIR-IIP AND GOA UNIVERSITY ON MARCH 16 OF TWO THOUSAND NINETEEN

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR), 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 constituent National Laboratories **CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN**, INDIA, represented through its DIRECTOR, Shri Dr. Anjan Ray, major age, (hereinafter referred to as CSIR-IIP) of the first part

AND

GOA UNIVERSITY, a State University providing higher education in the Indian state of Goa, established under the Goa University Act of 1984 (Act No. 7 of 1984) represented through its REGISTRAR, Shri Prof. Y.V. Reddy, major age, and located at Taleigao Plateau, Goa – 403 206, INDIA (thereinafter referred to as GU) of the second part

PREAMBLE

WHEREAS, CSIR-IIP is engaged in research, design and development and consultancy in the field of Engineering and technology mainly petroleum refining, natural gas, Petrochemicals and utilization of petroleum products for developing novel, state-of-art technologies and products.

Whereas, GU, currently (2014-19) accredited to the National Assessment and Accreditation Council (NAAC) in India with A Grade and offering graduate, post-graduate and research programmes in various fields, is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking applied research and consultancy.

WHEREAS, both CSIR-IIP and GU, now

- Recognizing the importance of research and development in the areas of Biomass conversion/Bioenergy, Biotechnology, Macro and micro algal

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biomass conversion, Petroleum science and engineering, and Petrochemicals,

- Appreciating the need of creation of a reservoir of trained manpower and targeted research output in all fields related to Bio-diesel, Catalyst development, Biomass (agriculture, aquatic biomass) value addition, Biotechnology, Combustion, Tribology, Synthesis of new compounds, Lubricants and Additives as well as Biojet fuels.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower and advanced research in the fields of engineering, technology and science with special emphasis on Chemical Engineering, Biotechnology and Petroleum science and engineering.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CSIR-IIP and GU hereby acknowledge, CSIR-IIP and GU hereby agree as under.

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between CSIR-IIP and GU for enhancing, within the country, the availability of highly qualified manpower in the area of Chemical Engineering, petroleum refining and other branches of engineering, biotechnology and basic sciences including chemistry, without any prejudice to prevailing rules and regulations in CSIR-IIP and GU, GOA 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-IIP and GU. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

CSIR-IIP and GU shall encourage interaction between the CSIR-IIP Scientists, Research fellows, and GU faculty members and students of its Department of Biotechnology through the following arrangements:

- a) Exchange of personnel through deputation for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of GU students at CSIR-IIP ;
- d) Joint guidance of student projects/thesis in Petroleum Refining and Applications, Petrochemicals, Biomass (agricultural, aquatic biomass) conversion, Biotechnology and other areas of national interest at GU by CSIR-IIP on mutually agreeable terms.

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- e) Any patents/IPR resulting from the thesis/research of such students will be filed / held jointly by CSIR-IIP and GU (Article VI).

To begin with, a collaboration will start with terms as laid out in this MOU; these terms can be modified in future by mutual consent.

ARTICLE-III: SHARING OF FACILITIES

- a) CSIR-IIP and GU 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) CSIR-IIP and GU 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) CSIR-IIP and GU shall provide access to the library 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 CSIR-IIP and GU shall be coordinated by a coordination committee appointed jointly by Director, CSIR-IIP and Registrar, GU.
- 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 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.

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- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CSIR-IIP and GU, which shall be reduced in writing.

ARTICLE-VI : INTELLECTUAL PROPERTY

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.

The participating organizations will consult each other before disseminating the results of the collaboration via joint publications, seminars and meetings. In case of any Intellectual Property (IP)/ commercial benefits arising out of the co-operation or any other commercial benefit, the participating organizations would share the same as per the mutually agreed terms, which would preferably be decided before undertaking the collaborative project/activity.

Each party shall retain complete ownership of its technical information and intellectual property rights that were in its possession prior to the execution of this MoU. However, the intellectual property developed jointly during the period of the MoU will be owned jointly and will be shared on mutually agreed terms and conditions.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MoU and 5 years thereafter both the parties shall undertake on their behalf and on behalf of their employees/ representatives/ associates, etc. to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchange/ generated pertaining to R&D work under this MoU for any purpose and other than in accordance with the MoU.


ARTICLE-VIII: DISPUTE RESOLUTION

- (a) Any and / or all disputes or differences between the Parties arising from, or related to this Agreement shall be first informed in writing to the other Party and shall be discussed so as to be settled amicably. In the event of any failure to resolve the disputes or differences amicably within 30 days from the date of notification in writing of the existence of the dispute / difference, such unresolved dispute / difference shall be settled through Arbitration.

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- b) The dispute shall be referred to a sole Arbitrator to be appointed with mutual consent of the Parties. In case, the Parties are not able to mutually agree to a sole Arbitrator within a period of 15 days from the date of expiry of the said period of 30 days as stated in Article VIII a above, each Party shall appoint one Arbitrator and the two Arbitrators so appointed shall appoint a third Arbitrator who shall be the presiding Arbitrator.
- c) The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English. The venue of arbitration shall be at New Delhi, India.

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


(Dr. Anjan Ray)
Director
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Dehradun
निदेशक / Director
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