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IN-DL-61045511294029V

Memorandum of Understanding

between

Council of Scientific and Industrial Research, (CSIR)

&

National Council for Cement and Building Materials, (NCB)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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RPS



This MoU entered into at CSIR-Headquarter on this 13<sup>th</sup> September **Two Thousand Twenty-three** (13-09-2023).

**BETWEEN**

**Council of Scientific and Industrial Research (CSIR)**, a society registered under the societies Registration Act (XXI of 1860) having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi 110001, India. Whereas the CSIR is a premier R&D Organization having a network of 37 national laboratories/institutions engaged in cutting-edge research, creation of knowledgebase, and state-of-the-art infrastructure in diverse S&T domains. The major R&D areas of CSIR Laboratories/institutions include aerospace, agriculture, leather, healthcare, food, toxicology, electronics, machinery, buildings, road, minerals, metals, materials, energy, environment, chemicals, petrochemicals, etc. CSIR Institutions/ laboratories also provide various technical and analytical services to thermal power producers and related industry including technology transfer for developing novel, state-of-art technologies and products. (hereinafter called "CSIR" which expression shall where the context so admits include its successors and permitted assignees) of the one part,

**AND**

**National Council for Cement and Building Materials, (NCB)**, an apex research organization under the administrative control of Ministry of Commerce and Industry, Government of India, and a society registered under the societies Registration Act 1860, as amended time to time, with inter alia objectives to promote research and scientific work connected with Cement, Building Materials, and allied industry, including, but not limited to technology development, technology transfer, continuing education, and industrial services for cement and construction industries. The registered office of NCB is located at Ballabgarh, Haryana-121004, India. The other Units/Project offices are located at Hyderabad, Ahmedabad and Bhubaneshwar and all the offices/units are administratively controlled by the registered office at Ballabgarh Haryana (hereinafter called "NCB" which expression shall where the context so admits include its successors and permitted assignees) of the other part.

The parties to this Memorandum of Understanding (MoU) i.e. CSIR and NCB together will now be referred to as "the institutions" for all purpose covered under this MoU.

*QSF*

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This MoU is signed between the institutions with the objective of fostering collaboration between the institutions to promote research, development and innovation activities.

**Accordingly, CSIR and NCB agree to the following understanding amongst themselves:**

1. To achieve the target of **Net Zero Emission** in carbon intensive sectors like Cement, Construction, Power, Steel etc., the following areas of mutual interest are identified for taking up joint research projects:
  - i. Research & Development of Carbon Capture, Utilization and Storage/Sequestration technologies
  - ii. CO<sub>2</sub> utilization in construction industry
  - iii. Mitigation of flue gases and waste disposal
  - iv. Waste (Industrial/Societal) utilization
  - v. Green hydrogen
  - vi. Tapping other potential/renewable sources of energy
  - vii. Any other area agreed mutually
2. CSIR and NCB shall also explore opportunities for securing funding (Sponsored, Collaborative, Grant-in-aid etc.) for joint research projects in response to calls from various national and international organizations/agencies.
3. CSIR and NCB shall facilitate sharing of their laboratories facilities, library, and materials including proprietary software of the institutions and other in-house developed components with each other as per mutually agreed terms and conditions. The aforesaid sharing shall be subject to terms of the third-party contract, if any, and shall be for research purposes only.
4. CSIR and NCB shall explore the possibility of conducting joint seminars / workshops / conferences at national and international levels, in areas of mutual interest. The CSIR facilities or NCB Ballabgarh & Hyderabad Campus (which have both boarding and lodging facilities) can be considered for use as a venue for such events on mutually agreeable terms and conditions.



Financial arrangements for each specific activity will be decided on a case-to-case basis and brought on record in each case after due approval from heads of the institutions (Director Concerned CSIR lab and Director general-NCB). CSIR and NCB shall put adequate and reasonable measures in their respective units to maintain confidentiality and unauthorized use of information associated with the joint projects. CSIR and NCB shall be free to carry out follow-up research independently.

Terms and conditions regarding Intellectual Property (Background IPs, Foreground IPs, and Independent IPs etc.) developed under the scope of this MoU and obtaining & maintaining of IPs, including the rights on royalty and publication of the results shall be decided by the mutual discussions amongst the institutions. The institutions agree to frame separate policy documents in this regard consistent with the rules and regulations of CSIR and NCB. The institutions agree that any unauthorized use of intellectual property shall be prohibited in the joint projects under this MoU

CSIR and NCB shall jointly develop and devise implementation strategies and time-bound action plans to effectively meet the desired objectives and goals.

The institutions shall, within 30 days of execution of this MoU, by written notice to each other, constitute a Joint Steering Committee (JSC) comprising of at least 2 (two) authorized representatives from each institution to give effect to and deal with all matters covered under this MoU. The Steering Committee will meet as often as necessary or on teleconference/videoconference or through other means of communication as may be mutually agreed by the Joint Steering Committee at least once in 6 months. The Joint Steering Committee would share information about any opportunity of cooperation between a CSIR Lab and NCB so as to develop it as a project. **For every mutually agreed identified areas/issues, the concerned CSIR Lab and NCB will finalize the "Project Proposal" to be endorsed/signed by the two institutions (CSIR Lab and NCB).** JSC will steer the collaboration and oversee collaborations under this MoU to achieve the objective of MoU.

#### **FORCE MAJEURE:**

If at any time, during the continuance of this MoU the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility,



acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, pandemic, epidemic, quarantine restriction, strikes, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 7 working days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the MoU shall be resumed as soon as practicable after such event comes to an end or ceases to exist. However, the Force-Majeure events noted above will not in any way cause an extension in the period of the MoU. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

**EFFECTIVE DATE & DURATION OF THE MEMORANDUM:**

This MoU shall be valid for a period of 5 (Five) years from the date of signing. The MoU can be renewed for another period of 5 years mutually agreed upon by the parties in writing.

**TERMINATION OF MoU:**

- i. The MoU can be terminated by either party by prior notice of three month in writing.
- ii. Notwithstanding the termination / dis-continuation or lapsing of this MoU, the contract entered by virtue of this MoU remains valid.

**AMENDMENT TO THE MoU:**

No Amendment/modification to the MoU can be made unless it is in writing by the institutions. The amendment shall be effective from the date on which they are made/executed unless otherwise agreed to.

**DISPUTE RESOLUTION:**

In the event of any claim, dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of the parties.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port

*ASJ*

RPS



Trusts inter se and also between CPSEs, and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 (and amendments thereto, if any) and the decision of AMRCD on the said dispute will be binding on both the parties.

The services under this MoU shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

**JURISDICTION AND APPLICABLE LAW:**

This MoU shall be governed exclusively by the laws of India and the courts of New Delhi shall have exclusive jurisdiction to decide on any disputes arising among the parties.

**NOTICES:**

All notices shall be in writing and may be delivered to any officer or Manager at the addresses specified below, unless changed by Notice. The addresses referred to are :

**NCB:**

- i. Director General, NCB, Ballabgarh

**CSIR:**

- i. Director General, Council of Scientific and Industrial Research, Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001
- ii. Joint Secretary, Council of Scientific and Industrial Research, Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001
- iii. Legal Adviser, Council of Scientific and Industrial Research, Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001
- iv. Head, IMD/TMD, Council of Scientific and Industrial Research, Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001

*ASJ*

*RDS*



## SIGNATURES OF PARTIES

The MoU has been executed in **two originals**, one of these to be retained by CSIR and the other by NCB.

IN WITNESS WHEREOF the Parties hereto have caused this MoU to be signed by the persons duly authorized hereunto, as of the date, month and year written herein above.

For CSIR

*R Singh*  
13/9/23

**Shri R.P. Singh**  
Head, IMD  
Council of Scientific & Industrial Research

In the presence of (Witness):

*R P Singh*  
Head  
Directorate  
Industrial Research  
Technology, Govt. of India  
Kali Marg, New Delhi-110002

1. *Mohammed*  
13.09.2023  
Dr. Mahesh Kumar
2. *Deepthi Sharma*  
13.09.2023

For NCB

*L P Singh* 13/9/2023

**Dr. L P Singh**  
DG, National Council for Cement and  
Building Materials

डॉ. एल पी सिंह  
महानिदेशक  
एन. सी. सी. बी. एम.  
बल्लभगढ़ - 121004

**Dr. L P Singh**  
Director General  
N. C. C. B. M.  
Ballabgarh-121004

For NCB

1. *Amit (Amit Trivedi)*  
13/09/2023
2. *Kapil* (Kapil Kulkarni)  
13/9/23.