

Memorandum of Understanding

Between

Manav Rachna University (MRU)

Faridabad, Sec-43, Delhi Surajkund Road

Haryana, 121004, India

And

National Council for Cement and Building Materials (NCCBM)

34 km Stone, Delhi-Mathura Road (NH-2),

Ballabgarh, Haryana – 121004, India

Memorandum of Understanding

This Memorandum of understanding entered into on 2nd day of September, 2019 between Manav Rachna University, Sector – 43, Delhi Surajkund Road, Aravali hills, Faridabad – 121002 (Haryana) a state private university established under state private university Act, 2006 (herein after referred to as MRU) of the first part.

AND

National Council for Cement and Building Materials (NCCBM), 34 km stone, Delhi-Mathura Road (NH-2), Ballabgarh, Haryana – 121004, India was founded on 24th December 1962 with the objective to promote research and scientific work connected with cement and building materials.

Preamble:

NCCBM is the premier body under the administrative control of Ministry of Commerce and Industry, Govt. of India, for technology development, transfer, continuing education and industrial services for cement and construction industries. Geographically, NCCBM has its corporate centre and main laboratories located at Ballabgarh (near New Delhi); another well established regional centre at Hyderabad and a Centre at Ahmedabad (Gujarat).

Whereas MRU is a premier educational institution at Faridabad, Haryana. One of the main objectives of MRU is development of human resources and carrying out research in the areas of cement chemistry, allied sciences and technologies.

ARTICLE – I

The Scope of MoU:

This MoU details the modalities and general conditions regarding collaboration between MRU and NCCBM for enhancing within the country, the capabilities, expertise and competence in the areas mentioned under scope of MoU without any prejudice to prevailing rules and regulations in MRU and NCCBM and without disregard to any existing mechanism evolved and approved by the competent authorities under Government of India. The scope of MoU covers collaborative R&D, academic interaction leading to higher qualifications and faculty and students training programs.

ARTICLE – II

The activities under the linkage will be as described below for collaboration, which forms schedule to this Memorandum of Understanding. The schedule may be amended by mutual agreement and such amendments will form part of this understanding.

ARTICLE – III

1. MRU and NCCBM will submit collaborative research projects and consultancy projects to various funding agencies in the area of mutual interest.
2. The Junior Research Fellow appointed in all such collaborative projects shall have provision for Ph.D. registration under joint guidance at MRU within the frame work of rules and regulations of MRU.
3. MRU will give priority for Ph.D. registration of the NCCBM's Scientist & Engineers working in various research projects of NCCBM as per the Ph.D. rules and regulations of MRU. In all such cases, there will be one guide from NCCBM and one guide from MRU. MRU shall provide suitable concession to NCCBM's Scientists & Engineers in PhD semester fee. The NCCBM Scientist admitted in the Ph.D. program in the year 2018-19 shall also be extended the benefit of concession in semester fee under the MOU.
4. The Testing and Library facilities of NCCBM will be made available for the research scholars (maximum 3 nos. in a session) working at MRU. These testing facilities will be provided at concession rate on case to case basis as decided by DG-NCCBM.
5. The Instrumentation facilities, Laboratory and Library facilities of MRU will be made available for the research scholars (maximum 3 nos. in a session) working at NCCBM. These facilities will be provided at concession rate on case to case basis as decided by VC-MRU
6. The Scientists of NCCBM shall be invited as visiting faculty to teach part of the courses or to give expert lectures at MRU, without prejudice to their work and responsibility at NCCBM.
7. The faculty members of MRU shall visit NCCBM for academic and research discussions without prejudice to their work and responsibility at MRU.
8. MRU and NCCBM may organize National/ International Conferences Seminars jointly.

ARTICLE – IV

1. This MoU shall be effective for an initial period of five years from this date. Thereafter, this MoU may be extended for further periods of three years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent of any such extension to be made in writing.
2. Either party may terminate this Memorandum of Understanding by giving a written notice of termination of at least six months advance.
3. In the event of termination of MoU, for whatever reasons, both parties agree to fulfill their respective commitments in respect of the researchers undergoing the Ph.D., joint research projects, joint conferences planned etc., at the time of termination.

ARTICLE – V

Any clause or article of the MoU may be modified or amended by written agreement of MRU and NCCBM.

ARTICLE –VI

1. In case of joint research projects, the research findings, patents and all other intellectual property rights shall be owned jointly by MRU and NCCBM.
2. The rights relating to filing, securing and maintenance of patents shall be decided jointly on case to case basis
3. The expenditure connected with securing and maintaining the Intellectual Property Rights shall be shared between the two institutes (NCCBM and MRU), proportionally to their respective intellectual, material and financial contributions.

ARTICLE – VII

In addition, it is envisaged that each activity, that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

ARTICLE – VIII

Arbitration

In case of any dispute arising out of this agreement, the heads of the institutions shall endeavor to resolve such controversy or dispute by mutual discussions and in good faith.


Any dispute, controversy or claim arising out of or in connection with this Agreement which may not be settled by mutual accord within 60 days of receipt of a formal notice that is sent from one

Party to the other Party, may be settled through an arbitrator appointed in accordance with the rules of Indian law. If the parties do not come to a resolution within 60 days, either party may serve a formal notice to the other party that it will initiate proceedings to settle through an arbitrator. The venue for the arbitration proceeding shall be New Delhi, the Court in New Delhi shall have exclusive jurisdiction in the matter. The Arbitration proceeding shall be conducted in English. The Existence of any dispute shall not release the parties of their respective obligations under this Agreement.

ARTICLE – IX

The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.

Signature



Signature

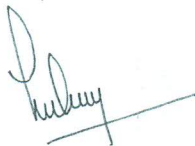


For Manav Rachna University, Faridabad

For National Council for Cement and Building Materials (NCCBM), Faridabad

Witnesses:

1.



2.

