



MEMORANDUM OF UNDERSTANDING

BETWEEN

CSIR-INDIAN INSTITUTE OF PETROLEUM,
DEHRADUN

AND

HARCOURT BUTLER TECHNICAL UNIVERSITY,
KANPUR

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MoU") is made on July 29, 2024 between

CSIR-Indian Institute of Petroleum, Dehradun - 248005, a constituent laboratory under Council of Scientific and 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-110001 (hereinafter called "CSIR-IIP" which expression shall where the context so admits include its successors and permitted assigns) on the first part

AND

Harcourt Butler Technical University, Kanpur is a premier institution of Engineering and having its premises at HBTU East Campus, Nawabganj, Kanpur, Uttar Pradesh 208002, India. (hereinafter called HBTU, which expression shall include its successors and assignees) on the second part.

PREAMBLE

1. WHEREAS, CSIR - Indian Institute of Petroleum, Dehradun, (CSIR-IIP) a constituent laboratory of Council of Scientific & Industrial Research, is engaged in research, design and development and consultancy in the field of Chemical Engineering including Petroleum, Petrochemicals, Natural Gas, Mechanical Engineering including Automotive Engineering, Application of Fuel and Lubricants, Fuel Quality, Engine Emission, Alternative Fuels, Industrial and Domestic combustion systems, Fire Safety, Engine Testing and related fields.
2. Whereas, Harcourt Butler Technical University, Kanpur, has been established by the Government of Uttar Pradesh in year 2016 with a view for making it a leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management Architecture and other professional courses. HBTU aims to promote studies, research & innovation in Engineering areas of higher education, to enhance skill development through continuing education programme and knowledge and to achieve excellence in higher Technical education.

WHEREAS, both CSIR-IIP and HBTU, now

- Recognizing the importance of research and development in the areas of Chemical Engineering, Mechanical Engineering, Electronics & Electrical Engineering (Electric Mobility), Catalysis, Fuels, IC engines, Tribology, Combustion Systems, Fire Safety, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Chemical Engineering including Petroleum, Petrochemicals and Natural Gas, Mechanical Engineering including Automotive Engineering, Application of Fuel and Lubricants, Fuel Quality, Engine Emission, Alternative Fuels, Combustion Systems, Fire Safety, IC Engines, Electric Mobility and related fields and
- 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 special emphasis on Chemical Engineering, Petroleum Refining, Petrochemicals, Fuels & Lubricants, Application of Fuel and Lubricants, Fuel Quality, Engine Emission, Alternative Fuels, Combustion Systems, Fire Safety, IC engines, Electric Mobility, and related fields etc

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 HBTU hereby acknowledge, & agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between CSIR-IIP and HBTU for enhancing, within the country, the availability of highly qualified manpower in the area of Chemical, Mechanical, and Electronics & Electrical Engineering without any prejudice to prevailing rules and regulations in CSIR-IIP and HBTU 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 HBTU. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both CSIR-IIP and HBTU shall encourage interaction between the Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel as per the rules of the respective institute, for at least a periods of 6 months and mutually agreed upon;
- b) Exchange of students/scientists for carrying out research both in CSIR-IIP and HBTU for complementing the research findings as per prevailing norms of both the institutes;
- c) Working on sponsored and consultancy research projects to carry out challenging academic and industrial problems as per mutually agreed terms.
- d) Organization of joint conferences and seminars;
- e) Expert lectures from scientists of CSIR-IIP and vice-versa;
- f) Practical training of HBTU students at CSIR-IIP;
- g) Joint guidance of student projects/thesis in Chemical, Mechanical and Electronics & Electrical Engineering and other areas of national interest at HBTU by CSIR-IIP on mutually agreeable terms as listed below:
 - i) The students will be assigned a Research supervisor from HBTU faculty members. A Research Scientist at CSIR-IIP may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Ph.D/ M.Tech degree at HBTU.
 - ii) The students will carry out their Ph.D. research work or M.Tech/B.Tech projects at CSIR-IIP and HBTU as per rules of the respective institute depending on facilities and requirements.
 - iii) CSIR-IIP personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech at HBTU, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of HBTU.
 - iv) There will be no restrictions on the contents of the thesis and on the publication of results of the thesis, subject to the condition that Intellectual Property Rights can be secured for any part of the work with mutual consent on case to case basis.

- v) Both CSIR-IIP and HBTU will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- vi) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/ verbal etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc, by the parties under the law will be decided on case to case basis after mutual consultation.
- vii) Research supervisors from both the Institutes will be the co-authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- viii) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.

ARTICLE-III: SHARING OF FACILITIES

- a) CSIR-IIP and HBTU shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation, if permissible within the rules governing the two institutions.
- b) CSIR-IIP and HBTU 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. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) CSIR-IIP and HBTU 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 HBTU shall be coordinated by a coordination committee consisting of one Coordinator each from both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

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.

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- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CSIR-IIP and HBTU.

ARTICLE-VI: IPR

- a) The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this MoU will exclusively belong to that respective Party.
- b) Any IP developed solely by a Party under the project ("Sole Foreground IP") shall be the sole property of that respective Party.
- c) Any IP generated as a result of the joint efforts of the Parties under the project ("Joint Foreground IP") will be the joint property of HBTU & CSIR-IIP. If such discovery is patentable, the patents will be jointly filed by the HBTU & CSIR-IIP. The cost of filing IP in India will be equally shared between HBTU and CSIR-IIP. All such IP shall be filed in joint name of HBTU and CSIR-IIP. The Parties decide in which all countries it wishes to file IP protection and either Party may take lead and bear full cost of filing IP in countries outside India. The cost of filing in countries outside India shall be realized through commercialization of such joint IP. The Parties may choose to license such Joint IP to third parties and share the revenue equally.

ARTICLE-VII: CONFIDENTIALITY

- a) During the tenure of the MOU both CSIR-IIP and HBTU 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.
- b) Both CSIR-IIP and HBTU shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- c) Further both CSIR-IIP and HBTU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- d) CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:
 - i) is or becomes publicly available through no fault of the receiving party,

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- ii) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- iii) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- iv) is rightfully obtained by the receiving party from a third party or is in the public domain
- v) is disclosed with the written consent of the party whose information it is, or
- vi) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

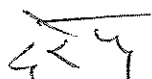
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at New Delhi. Any 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 60 days from the date of notification in writing of the existence of the dispute/difference, such unresolved dispute/ difference shall be settled through Arbitration and shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both CSIR-IIP and HBTU shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



ARTICLE-XI: COORDINATORS

Both Parties will appoint a Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:


CSIR-IIP:

Name: Dr. Thallada Bhaskar
Designation: Chief Scientist, Material Resource Efficiency Division
Email: tbhaskar@iip.res.in
Mob: 9410151846

HBTU:

Name: Dr. S.V.A.R.Sastry
Designation: Assoc. Dean, Research & Development
Email: svarsastry@hbtu.ac.in
Mob: 7093423964

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



Director
CSIR-Indian Institute of Petroleum
Dehradun
Date:

निदेशक / Director
सी.एस.आई.आर-भारतीय पेट्रोलियम संस्थान
CSIR-Indian Institute of Petroleum
देहरादून 248005 (भारत)
Dehradun 248005 (India)

Witness

- 1 Atul Rayan, CSIR-IIP
- 2 T. Bhaskar, CSIR-IIP

Date:




Vice Chancellor,
Harcourt Butler Technical University
Kanpur
Date:

कुलपति
हरकौर्ट बटलर प्राविधिक विश्वविद्यालय
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Witness

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Date:


12.08.2023
Registrar
Harcourt Butler Technical University
Kanpur-208002

12.08.2023
Dean, R&D