



Memorandum of Understanding (MoU)
Between
CSIR-National Physical Laboratory (CSIR-NPL)
and
National Institute of Technology Delhi (NITD)

**AGREEMENT between CSIR-National Physical Laboratory and
National Institute of Technology Delhi**

L.1 THE AGREEMENT

L.1.1 THIS AGREEMENT made and entered into on this **20th** day of **April, 2023** between **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (CSIR)**, a Society registered under the Societies Registration Act (**XXI of 1860**), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110001 through its one of the constituent laboratories, **CSIR-NATIONAL PHYSICAL LABORATORY**, Dr. K.S. Krishnan Road, New Delhi (India) (hereinafter called **CSIR-NPL** which expression shall wherever the context so admits include its successors and permitted assigns) of the first Party.

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L.1.2 NATIONAL INSTITUTE OF TECHNOLOGY DELHI, having its registered office at **Plot No. FA7, Zone P1, GT Karnal Road, Delhi-110036** herein after called **NIT Delhi** which expression shall wherever the context so admits include its successors and permitted assigns) of the second Party.

L.2 PREAMBLE:

L.2.1 WHEREAS, CSIR-NPL is mandated to be India's "National Measurement Institute" (NMI) by the act of Parliament and its associated rules for legal metrology. CSIR-NPL is the custodian of "National Standards" with a responsibility of realization, establishment, upgradation, maintenance and dissemination of standards at par to international level. CSIR-NPL is serving the Indian industry, academia and strategic sectors to excel in their endeavours by providing APEX level testing and calibration facilities.

L.2.2 WHEREAS, NITD, is the premier Autonomous Institute under the aegis of Ministry of Education (Shiksha Mantralaya), Govt. of India.

AND WHEREAS, CSIR-NPL being the NMI of India has a long legacy of maintaining national standards, conducting R&D in frontline areas of metrology, materials and environmental sciences. CSIR-NPL agrees to collaborate with **{NITD}** for leveraging the respective capabilities jointly for the benefit of students, faculty and society in general

L.3 SCOPE OF AGREEMENT

- Short and Long-term Scientists/Faculty Exchange.
- Training of all students and faculty will be as per the HRD norms of the respective institutes.
- Collaborative research will be carried out under the outreach programme of the respective institutes.
- Other mutually agreed educational or research or field programs (popularization of metrology, rural development programs, scientific social responsibility etc.) will be formulated by a joint committee from either parties.
- Joint project proposals to R&D funding agencies will with clear mention of separate budget distribution.

L.4 FINANCIAL ARRANGEMENTS

L.4.1 Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.

i) Lumpsum

- a. Training charges as per HRD norms.

ii) Royalty: The royalty will be on case-to-case basis if required for Technology transfer.

L.5 MODALITIES

L.5.1 In consideration of financial arrangements as provided in clause L.4, CSIR-NPL hereby agrees to collaborate with **NIT Delhi** for the period of this agreement.

L.5.2 The AGREEMENT shall come into force from date of the signing of the AGREEMENT (herein after called the effective date) and shall remain valid till further joint meeting.

L.6 MUTUAL RESPONSIBILITIES

L.6.1 Short and Long-term Scientists/Faculty Exchange.

L.6.2 Training of all students and faculty will be as per the HRD norms of the respective institutes.

L.6.3 Collaborative research will be carried out under the outreach programme of the respective institutes.

L.6.4 Other mutually agreed educational or research or field programs (popularization of metrology, rural development programs, scientific social responsibility etc.) will be formulated by a joint committee from either parties.

L.6.5 Joint project proposals to R&D funding agencies will clear mention of separate budget distribution.

(Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.)

CSIR NPL Responsibility

CSIR-NPL reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for CSIR-NPL.

We @ CSIR-NPL will define what is Activity Agreement: Like for example, for people called in and out for very specific purpose (talks, committee meetings, assessment reports, etc etc) will be completely hosted by the hosting Univ./Instt etc

L.7 CALENDAR OF EVENTS: At the start of every year, for which the MoU is valid, a clear active plan may be defined for whole year.

L.8 GENERAL PROVISIONS

L.8.1 This AGREEMENT shall be the sole repository of the terms and conditions agreed to herein by the between CSIR-NPL and **NIT Delhi**.

L.8.2 Either Party to this AGREEMENT shall be entitled to request an amendment or modification to this AGREEMENT by submitting its request in writing to the other Party. If the other Party agrees to amend this AGREEMENT, the amendment shall take effect after it is signed by both Parties.

L.8.3 Prior to the effectiveness of any such amendment, original terms and conditions of this AGREEMENT shall remain in full force and shall only be superseded after the signature of the amendment by both the Parties and then only to the extent specifically provided in such amendment.

L.8.4 The Parties may cancel the AGREEMENT either wholly or in part by giving three (3) months written notice due to breach of a material conditions which was not cured or was impossible to cure.

L.8.5 If necessary, AGREEMENT review process can be done yearly or as per 6.2 the frequency mutually decided.

L.8.6 The **NIT Delhi** will not use the name or logo of CSIR or CSIR-NPL, nor of any member of CSIR or CSIR-NPL's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of CSIR-NPL will not use the name or logo of **NIT Delhi**, or of its any employee of, in any

publicity, advertising, or news release without the prior written approval of {**NIT DELHI**}.

L.8.7 Prevailing Language - English version of this Memorandum of Understanding represents the understanding of both Parties. Any other language version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

L.8.8 Non-Binding - This Agreement is non-binding and solely for the purpose of establishing a basis upon which the two parties will continue discussions. Either of the parties may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

L.9 MANAGEMENT

L.9.1 An apex body with Director, CSIR-NPL and **NIT Delhi** or its representative as members shall monitor the implementation of this AGREEMENT and provide decision on managerial and financial related matters.

L.9.2 A team appointed by Director NPL and Director NIT Delhi shall hold periodic discussions on scientific and technical matters and resolve issues, if any.

L.9.3 Any unresolved issue shall be referred to apex body.

L.10 FORCE MAJEURE

L.10.1 The purpose of this clause is to establish the consequences of FORCE MAJEURE events preventing either Party from complying with any of its responsibilities under this AGREEMENT.

L.10.2 For the purpose of this Article, the term FORCE MAJEURE shall refer to unforeseen and irresistible events extrinsic to this AGREEMENT and which are beyond the reasonable control of the party such as wars, riots, serious floods typhoons and earthquake leading to the damage or destruction of the facilities required for the services. The term shall not include strikes or other events caused by labour disputes, unless such strikes or other events are part of national or regional disputes.

L.10.3 The party affected by FORCE MAJEURE event shall send notification of this to the other party without undue delay, and shall send to the other Party by registered / speed post mail within fourteen (14) days, a confirmation certificate issued by the authorities or departments concerned along with a detailed explanation.

L.10.4 During the period of effect of the FORCE MAJEURE event, the execution of any services requirement agreed between the Parties under this AGREEMENT shall be suspended without damages for the Party affected by such a FORCE MAJEURE event.

L.10.5 In case of a FORCE MAJEURE event, the parties agree to do their utmost in order to minimize the negative impact on the other party of the suspension, and each Party shall do its best to execute the service requirements already initiated.

L.10.6 Should the FORCE MAJEURE event last for more than two (2) consecutive months, each Party shall have the option of terminating the AGREEMENT; the Party wishing to terminate this AGREEMENT shall notify the other Party of its intention in writing.

L.11 ARBITRATION

In case of any disputes or difference arising between the Parties in relation to this AGREEMENT, such disputes or differences shall be amicably settled by mutual discussions between the Parties at the level of their respective Executive Directors or such officials so authorised by the parties. Except as hereinbefore provided, all disputes arising out of or in connection with the AGREEMENT shall be referred to Delhi International arbitration Centre, Delhi High Court, New Delhi. Arbitration proceedings shall be conducted in the English Language.

L.12 CONFIDENTIALITY

L.12.1 Each Party shall have the responsibility to keep confidentiality of the techniques, technical documents and information obtained from the other Party. Both Parties shall not disclose any of them to any third party unless otherwise explicitly agreed by the Parties.

L.12.2 Neither of the two Parties shall disclose the content of this AGREEMENT to any third Party without the written permission of the other Party.


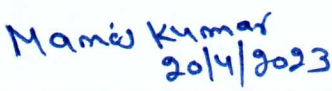


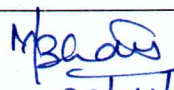
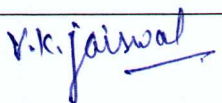

L.13 ASSIGNMENT

L.13.1 The rights and/or liabilities arising to any Party of this AGREEMENT shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

L.13.2 This AGREEMENT executed between CSIR-NPL and **NIT Delhi** at New Delhi on 20.04.2023. IN WITNESS WHERE OF, the Parties hereto have entered and agreed to this AGREEMENT effective at as of the day and year first above written.

SEAL OF PARTIES

In witness whereof the Parties hereto have signed this agreement on the day, month and year mentioned herein before:

Signature : 	Signature: 
Name: Dr. Rina Sharma Date : 20/04/2023 Position: Head-HRD, CSIR-NPL, New Delhi डॉ. रीना शर्मा / Dr. RINA SHARMA प्रमुख, मानव संसाधन विकास समुह Head, Human Resource Development Group सी.एस.आई.आर. -राष्ट्रीय भौतिक प्रयोगशाला CSIR - National Physical Laboratory डॉ. के. एस. कृष्णन मार्ग, नई दिल्ली-110012 Dr. K. S. Krishnan Marg, New Delhi-110012	Name : Dr. MANOJ KUMAR Date : 20/04/2023 Position : Head ECE Dept., NIT Delhi  विभागाध्यक्ष / Head of the Department इलेक्ट्रॉनिक्स एवं संचार अभियंत्रिकी विभाग Dept. of Electronics & Communication Engineering राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली National Institute of Technology Delhi दिल्ली / Delhi - 110036 भारत / India
Seal: CSIR-NPL Signature (Witness 1) 	Seal: NIT Delhi Signature (Witness 1)  20/04/2023
Name: Dr. Paramita Guha. Date: 20/4/2023. Position: Sr. Scientist, NPL.	Name: DR. MANISHA BHARTI Date: 20.04.2023 Position: Associate Professor, ECE, NIT Delhi
Signature (Witness2) 	Signature (Witness2) 
Name: V.K. JAISWAL Date: 20.04.2023 Position: Sr. Principal Scientist, NPL	Name: DR.RIKHANTRA BASU Date: 20.04.2023 Position: Associate Professor ECE, NIT Delhi.

Director, NIT, Delhi
New Delhi

