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Memorandum of Understanding

Between




National Council for Cement and Building Materials, Ballabgarh

And



Sambalpur University- Burla, Sambalpur

The Memorandum of Understanding (herein referred to as MoU) has been signed on 24th Day of March 2022 between;


Dr. B. N. Mohapatra
Director General
National Council for Cement
and Building Materials
34 KM Stone, Delhi-Mathura Road
Ballabgarh-121 004


Registrar
Sambalpur University
Jyoti Vihar-768019

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The Institution, National Council for Cement and Building Materials, (hereinafter referred to as NCCBM) is 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 NCCBM is located at Ballabgarh, Haryana while the regional centre at Hyderabad. The project offices of NCCBM are located in Ahmedabad and Bhubaneshwar. All the offices are administratively controlled by the registered office at Ballabgarh Haryana.

The Sambalpur University (hereinafter referred to as SU) established by The Sambalpur University Act was passed by the Odisha Legislature on 10th December, 1966 (hereinafter referred to as SU, which expression shall where the context so admits include its successors and permitted assignees) of the other part.

This Memorandum of Understanding (MoU) between NCCBM and SU (together may be referred to as "the institutions"), is signed with the objective of fostering collaboration between the institutions to promote academic and research interactions. Accordingly, NCCBM and SU agree to the following understanding amongst themselves:

1. NCCBM will facilitate internships/training/exchange programme of SU students and research scholars in domain of Chemistry, Electrical Engineering, streams.
2. NCCBM and SU 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 the research purposes only.
3. NCCBM and SU shall exchange ideas and manpower with a view to enhancing mutually beneficial R&D activities, which would have a bearing on addressing national issues and problems.
4. NCCBM and SU shall explore the possibility of conducting joint seminars / workshops / conferences at national and international levels, in areas of mutual interest.
5. NCCBM and SU shall also explore opportunities for securing funding for joint research projects in response to calls from various national and international organisations / agencies.
6. NCCBM and SU shall consider the appointment of SU faculty as adjunct / visiting scientists in NCCBM and similarly the appointment of NCCBM scientists as adjunct / visiting faculty in SU.

NCCBM and SU shall put adequate and reasonable measures in their respective units to maintain confidentiality and unauthorized use of information associated with the joint projects. The institutions agree to have no restriction on the publication of the results of the collaborative research with due credits to the authors/researcher and, except where such outcome has implications for the security of

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the State. NCCBM and SU shall be free to carry out follow-up research independently. Rights regarding the intellectual property developed under the scope of this MoU, 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 NCCBM and SU.

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

A joint Coordination Committee consisting of a nominee of Director General, NCCBM, as Chairman, and a nominee of Vice-Chancellor, SU as Co-Chairman, and two nominees each from NCCBM and SU, shall coordinate and monitor the academic and research programmes and all related operational matters within the framework of the academic regulations of SU and the objectives of NCCBM.

The institutions agree that any unauthorized use of intellectual property shall be prohibited in the joint projects under this MoU. This MoU is effective from the date of signing and will remain so for a period of 03 years. This MoU may be extended for another period on mutually agreeable terms and conditions.

The institutions shall be at liberty to terminate this MoU by providing a prior written notice of six (6) months from one party to the other party of this MoU. However, in case of such early termination, the institutions shall not affect the-ongoing educational, training, or research programmes.

Force and Majeure

The term Force Majeure as employed herein shall mean any unforeseen even of either party that delayed, hinders, either temporarily or definitely or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance obligation under this MoU and as from the date of that notification where upon both parties will be relieved from such obligations reciprocal obligation. The party to which notice in given shall have the possibility to dispute the existence and /or applicability of Force Majeure in the conditions set forth in the section "*Settlement of Disputes*".

Sworn Statement

We have read and understood the content of this MOU and that the information furnished herein is accurate to the best of our knowledge.


Dr B N Mohapatra
Director General
National Council for Cement
and Building Materials
34 KM Stone, Delhi-Mathura Road
Ballabgarh-121 004


Registrar
Sambalpur University
Jyoti Vihar-768019

For
Sambalpur University

Nruparaj Sahu

Dr. Nruparaj Sahu

Registrar

Registrar

Sambalpur University, Uytivihity Burla,
Sambalpur, Odisha - 768019

Date:

Witness

A.K. Behera

Prof. A.K. Behera

Dept. of Chemistry – Sambalpur University

Chinmaya Purohit

Sri. Chinmaya Kumar Purohit

Placement Officer – Sambalpur University

For
National Council of Cement and Building
Materials

B.N. Mohapatra

Dr. BN Mohapatra

Director General

Dr B N Mohapatra

34 KM Stone, Delhi-Mathura Road (NH-2),
National Council for Cement

and Building Materials

34 KM Stone, Delhi-Mathura Road

Ballabgarh-121 004

Date:

Witness

Kapil Kukreja

Mr. Kapil Kukreja

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Gaurav Jindal

Mr. Gaurav Jindal

PS to DG