# Memorandum of Understanding (MoU)

**Between**

## CSIR-National Physical Laboratory (CSIR-NPL)

**Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110001**

**and**

## K.R. Mangalam University, Gurugram

**Sohna Road, Gurugram (Haryana)- 122103**

## Memorandum of Understanding (MoU) between CSIR-National Physical Laboratory and K.R. Mangalam University

### L.1 THE MOU

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into on 15th May, 2024 (15.05.2024) **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-110012 (India) (which expression shall wherever the context so admits include its successors and permitted assigns) **(hereinafter referred to as "CSIR-NPL"), PARTY OF THE FIRST PART**

**And**

**K.R. Mangalam University**, Sohna Road, Gurgaon - 122103 (Delhi NCR Region), a private university established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956. The University is signing MOU through its Registrar duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University **(hereinafter referred to as "KRMU"), PARTY OF THE SECOND PART**

### 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.

**L2.2 WHEREAS, KRMU** offers a broad spectrum of courses at the undergraduate, postgraduate and Doctoral Levels in Engineering and Technology, Management and Commerce , Medical & Allied Sciences, Basic & Applied Sciences, Hotel Management, Fashion, Journalism & Mass Communication, Legal Studies, Agricultural Sciences, Hotel Management, Humanities, Education, Architecture and Design, having a well-developed, innovative, Experiential, and Inter disciplinary curriculum benchmarked with reputed national and international Institutions and in Sync with highest standards and latest development in concerned fields.

**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. Whereas whose programme are carefully designed for 21st century learners. The choice-based credit system (CBCS) offers

प्रमुख, मानव संसाधन, विकास समूह
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

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

students in-built flexibility to transcend disciplinary barriers. It focusses on leveraging talent, innovative capabilities and honing the skills of budding professionals to meet the needs of the dynamic professional environment, making the students future ready. Over the years, the university has become a preferred destination for young people to pursue their higher education. The escalating number of admissions stands as a testimony to this. This university is progressively striving towards research excellence by creating social impact through its quality publications, patent and consultancy projects. The vibrant and diverse community of students, staff and alumni are working together to create real change.

CSIR-NPL intends to collaborate with KRMU for joint research through exchange of students, project staff, faculty members and researchers, for knowledge sharing, collaborative research, and mutual sharing of scientific Equipments.

## L.3 SCOPE OF AGREEMENT

- The KRMU recognizes the CSIR-NPL as an Institute for conducting research related to the thesis requirement of the research students for Undergraduate, Post Graduate and Doctoral. The KRMU will recognize Scientists of the CSIR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

- Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

- Research instrumentation facility and library facilities available with the CSIR-NPL and KRMU will be made available to the faculties and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

- There shall be an exchange of students for academic, research and training purposes. The duration of exchange visits will be determined by mutual consent between both CSIR-NPL & KRMU.

(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.)

## 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) CSIR-NPL,**

प्रमुख, मानव संसाधन, विकास समूह
Head, Human Resource Development
सी.एस.आई.आर.
CSIR - National Physical Laboratory
डॉ० के. एस कृष्णन मार्ग, नई दिल्ली-110012
Dr. K.S. Krishnan Marg, New Delhi

Registrar
Sohna Road, Gurugram (Haryana)

- Training charges will be as per HRD norms.

Whereas **KRMU,**

- All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the KRMU following the usual process. Fees will be charged from the students by the KRMU as per the prevailing University Fee Structure. Any change in fee structure by KRMU will be applicable from the date of revision and shall be charged by the KRMU
- Admission of the students and the award of degrees for different programmes will be the responsibility of the KRMU as per the rules and regulations.
- Allotment of the students at the CSIR-NPL will be done by the approval of Director of the CSIR-NPL and Vice-Chancellor/Head of the Institution of the KRMU.
- The CSIR-NPL would have the right to screen the student's eligibility for admission based on their academic period.
- The PME Cell of the CSIR-NPL in consultation with the representative of the KRMU shall decide the location and sharing quantum of research work.
- The number of student(s) at any particular time will be regulated as per the availability of research facilities and scientists' time to guide thesis research at the CSIR-NPL institution.
- Any student(s) admitted to the CSIR-NPL for training/postgraduate research, if found violating the rules and regulations laid down by the CSIR-NPL or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would summarily be terminated. The KRMU will not complete the formalities of issuing the certificates to such students until they compensate the losses to the CSIR-NPL and on production of No Dues certification from CSIR-NPL.
- Fees will be charged from the students by the CSIR-NPL as per Guidelines for the students to conduct research for their degree programmes as trainees at First party as laid down from time to time. Any change in fee structure by CSIR will be applicable from the date of revision and shall be charged by the CSIR-NPL.

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

**iii) Intellectual property rights:** The ownership of any intellectual property generated by research performed under this collaboration, whether or not legally protected, shall vest with both the parties. Any outcome of this joint endeavor may be published or patented with the mutual consent of both the parties. The royalty will be on case-to-case basis if required for Technology transfer.

प्रमुख, मानव संसाधन, विकास समूह
Head, Human Resource Development Group
सी.एस.आई.आर.-राष्ट्रीय भौतिक प्रयोगशाला
CSIR - National Physical Laboratory
डॉ० के. एस. कृष्णन मार्ग, नई दिल्ली-110012
Dr. K. S. Krishnan Marg, New Delhi-110012

Registrar
K.R. Mangalam University
Sohna Road, Gurugram (Haryana)

## L.5 MODALITIES

**L.5.1** In consideration of financial arrangements as provided in clause L.4, CSIR-NPL hereby agrees to collaborate with KRMU 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 for a period of one year thereafter i.e., from 15.05.2024 to 14.05.2024.

## L.6 MUTUAL RESPONSIBILITIES

Both parties reserve 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 and KRMU.

**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

- This AGREEMENT shall be the sole repository of the terms and conditions agreed to herein by the between CSIR-NPL and KRMU.
- 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.
- 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.
- 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.
- If necessary, AGREEMENT can be reviewed yearly, or the frequency may be mutually decided.
- KRMU 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. The

प्रमुख, मानव संसाधन, विकास समूह
Head, Human Resource Development Group
सी.एस.आई.आर.-राष्ट्रीय भौतिक प्रयोगशाला
CSIR - National Physical Laboratory
डा० के. एस कृष्णन मार्ग, नई दिल्ली-110012
Dr. K.S. Krishnan Marg, New Delhi-110012

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

CSIR or CSIR-NPL will not use the name or logo of KRMU, or of its any employee of, in any publicity, advertising, or news release without the prior written approval of an authorized representative of KRMU.

- 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.

- 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 following constitution with Director, CSIR-NPL and **KRMU** or its representative as members shall monitor the implementation of this AGREEMENT and provide decision on managerial and financial related matters.

**Following Advisory Committee has to be constituted:**

i. **Director, CSIR-NPL, Co-Chair**
ii. **VC, KRMU, Co-Chair**
iii. **Head PME, CSIR-NPL, Member**
iv. **Dean Research, KRMU Member**
v. **Head, HR, CSIR-NPL Member**
vi. **Associate Dean Research, KRMU, Member Secretary**

**L.9.2** A team appointed by **Director, CSIR-NPL and Vice Chancellor, K.R. Mangalam University** shall hold periodic discussions on scientific and technical matters and resolve issues, if any.

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

## L.10 FORCE MAJEURE

- 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.

- For the purpose of this Article, the term FORCE MAJEURE shall refer to unforeseen

प्रमुख, मानव संसाधन, विकास समूह
Head, Human Resource Development Group
सी.एस.आई.आर.-राष्ट्रीय भौतिक [illegible]
CSIR - National Physical Laboratory
डॉ० के. एस कृष्णन मार्ग, नई दिल्ली-110012
Dr. K.S. Krishnan Marg, New Delhi-110012

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

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.

- 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.

- 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.

- 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.

- 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 authorized 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.

प्रमुख, मानव संसाधन, विकास समुह
Head, Human Resource Development Group
सी.एस.आई.आर.-राष्ट्रीय भौतिक प्रयोगशाला
CSIR - National Physical Laboratory
डा० के. एस कृष्णन् मार्ग, नई दिल्ली-110012
Dr. K.S. Krishnan Marg, New Delhi-110012

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

**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.

**3.2** This AGREEMENT executed between CSIR-NPL and KR MANGALAM UNIVERSITY at University Campus, Sohna Road, Gurugram. IN WITNESS WHERE OF, the Parties hereto have entered and agreed to this AGREEMENT effective 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 PARAMITA GUHA<br>Date : 15th May 2024<br>Position: Head, HRD, CSIR-NPL, Delhi<br><br>प्रमुख, मानव संसाधन, विकास समूह<br>Head, Human Resource Development Group<br>सी.एस.आई.आर.-राष्ट्रीय भौतिक प्रयोगशाला<br>CSIR - National Physical Laboratory<br>डा० के. एस कृष्णन् मार्ग, नई दिल्ली-110012<br>Dr. K.S. Krishnan Marg, New Delhi-110012<br><br>**Seal: CSIR-NPL** | Name : **Mr. Deepak Mishra**<br>Date : 15th May 2024<br>Position : **Registrar, K.R. Mangalam University**<br><br>Registrar<br>K R Mangalam University<br>Sohna Road, Gurugram (Haryana)<br><br>**Seal: K.R. Mangalam University** |
| **Signature (Witness1)** Atatra | **Signature (Witness 1)** |
| Name: Dr ASIT PATRA<br>Date: 15.05.2024<br>Position: Sr. Senior Scientist | Name: Dr. R. K. Sinha<br>Date: 15.05.2024<br>Position: Dean Research |
| **Signature (Witness2)** | **Signature (Witness2)** |
| Name: Shankar G. Aggarwal<br>Date: 15.05.2024<br>Position: Chief Scientist | Name: Prof. Pawan Kumar<br>Date: 15-05-2024<br>Position: Associate Dean Research |