

MEMORANDUM OF UNDERSTANDING

between

Sardar Swaran Singh National Institute of Bio-Energy, Kapurthala

and

Guru Nanak Dev University, Amritsar

PREAMBLE

WHEREAS, Sardar Swaran Singh National Institute of Bio-Energy (SSS-NIBE), an autonomous Institution of the Ministry of New & Renewable Energy, Government of India is engaged in research, design and development and consultancy in the field of Bio-energy including conversion of biomass into more common form of fuels such as Biogas, Biomass-briquetting, bio-oil, bio-ethanol, bio-hydrogen etc. Other activities include the R&D on biomass combustion, power generation, development of domestic cook stove program, testing centre of Bio-energy related devices, training to stake-holders etc.

WHEREAS the Guru Nanak Dev University, Amritsar (GNDU) was established at Amritsar on November 24, 1969 to mark the 500th birth anniversary of Sri Guru Nanak Dev Ji. It is both a residential and an affiliating university. In conceiving the future course of the University, the objectives enshrined in the Guru Nanak Dev University Act 1969, emphasized that the new University would make provision for imparting education and promoting research in the humanities, learned professions, sciences, especially of applied nature and technology. The University in its eventful history of 43 years has taken long strides in spreading the message of peace and promoting education in such fields as Science, Arts, Management, Information Technology, Industrial Technology, Environment, Planning and Architecture.

WHEREAS both SSS-NIBE and GNDU now

- Recognizing the importance of research and development in the areas of Renewable Energy, especially, the Bio-energy, Environmental protection, Clean Energy Systems etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Bio-energy, Environment & Energy Engineering and Management.
- Desiring to club their effort by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the field of Renewable energy technology and Science with special emphasis on Bio-Energy.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both SSS-NIBE and GNDU hereby acknowledge and sign a Memorandum of Understanding (MoU).

ARTICLE-I: SCOPE OF THE MoU

This MoU the modalities and general conditions regarding collaboration between SSS-NIBE and GNDU for enhancing within the country, the availability of highly qualified manpower in Bio-Energy & environment without any prejudice to prevailing rules and regulations in SSS-NIBE and GNDU and without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far such mechanism applies to SSS-NIBE and GNDU. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both SSS-NIBE and GNDU shall encourage interaction between the Scientists, Research Fellows, Faculty members and Students through the following arrangements:

- a) Exchange of personnel through deputation for limited periods are mutually agreed upon ;
- b) Both the institutes can prepare and submit joint research projects for funding to the funding agencies like-MNRE, DST, CSIR, BT, UGC, ICTE, etc. on mutually agreeable terms and conditions.
- c) Joint guidance of student projects/thesis in Bio-energy, Environment, Renewable Energy and other areas of National interest at GNDU by SSS-NIBE on mutually terms as listed below :
 - i) The student(s) registered for Ph.D. degree at GNDU will be allotted two Research Supervisors, one from each or i.e. a Faculty member from GNDU and a Scientist from SSS-N
 - ii) The students will carry out work at SSS-NIBE and GNDU depending on facilities and requirements
 - iii) SSS-NIBE personnel, as well as research scholars, may also be allowed for their Ph.D. at GNDU, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic requirements.
 - iv) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights is violated for any part of the work which will be decided with mutual consent.
 - v) Both SSS-NIBE and GNDU 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 country the same will not be allowed for publication/printing in any form such as electronically/verbal etc. If the outcome of a project result into an intellectual property, for which can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing under the law will be decided on case to case after mutual consultation.

ARTICLE-III: SHARING OF FACILITIES

- a) SSS-NIBE and GNDU shall make provision to share their respective important R&D/Lab facilities in order to promote academic and research interaction in the areas of corporation.
- b) SSS-NIBE and GNDU shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two Institutions.
- c) SSS-NIBE and GNDU shall provide access to the library facilities to Scientists, Faculty members and Students as per the prevailing rules/norms in the respective Institutes.

ARTICLE – IV: CO-ORDINATION OF THE PROGRAM INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaboration program between SSS-NIBE and GNDU shall be coordinated by a co-ordination committee appointed by Director General/Vice Chancellor of 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 Institutes.

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 MoU shall be for a period of 3 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months 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 SSS-NIBE and GNDU.

ARTICLE-VI: INTELLECTUAL PROPERTY RIGHTS

Rights regarding publications, patents royalty, ownership of software/design, product developed etc., under the scope of this MoU, shall be decided by the two parties on mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MoU both SSS-NIBE and GNDU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose than in accordance with this MoU.

Both SSS-NIBE and GNDU 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.

Further both SSS-NIBE and GNDU shall put in place adequate and reasonable measure to keep and store confidential information secure so as to prevent any unauthorized use.

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 to be by the disclosing party before such disclosure or during the discussion. However confidential information shall not include any data or information which :

- a) Is or becomes publicly available through no fault of the receiving party.
- b) Is already in the rightful possession of receiving party prior to receipt of such data or information.
- c) Is independently developed by the receiving party without reference to the confidential information of disclosing party.
- d) Is rightfully obtained by the receiving party from a third party in the public domain
- e) Is disclosed with the written consent of the party whose information it is or
- f) 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. Here to 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


- a) This agreement shall take effect and be construed with the Laws of India and be subject to the jurisdiction of the courts at New Delhi/Chandigarh.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this agreement both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceeding shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The language of arbitration shall be English.

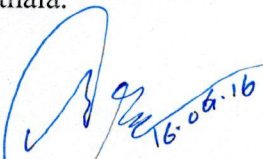
ARTICLE-X: MISCELLANEOUS

- a) The heading and sub-heading are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both SSS-NIBE and GNDU shall not, during the terms of this Agreement directly or indirectly, solicit or offer employment or engagement to any personnel of other party without the previous 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 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 understanding/negotiations and correspondence pertaining to it shall become null and void.

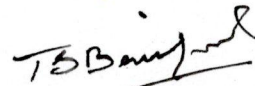
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


Prof Y.K Yadav
Director General **Prof. Yogender Kumar Yadav**
Sardar Swaran Singh **Director General**
National Institute of Bio-Energy, **SSS-NIBE, Kapurthala**
Kapurthala.


Prof A.S. Brar
Vice-Chancellor
Guru Nanak Dev University, **Vice Chancellor**
Amritsar **Guru Nanak Dev University**


Dr. Abhishek Gupta
Deputy Director (F&A)
Sardar Swaran Singh
National Institute of Bio-Energy,
Kapurthala.

In the presence of


Dr. T. S. Banipal
Director Research
Guru Nanak Dev University
Amritsar **Director of Research,**
Guru Nanak Dev University,
Amritsar.

Date :
Place: Amritsar

Dr. Abhishek Gupta
Dy. Director (Finance & Administration)
Sardar Swaran Singh National Institute of Bio-Energy
Kapurthala

Date : 16.6.16
Place: Amritsar

