



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

33AB 924008

**MEMORUNDAM OF UNDERSTANDING (MOU)**  
**FOR CSIR-NML AND EEPIC INDIA**

THIS Memorandum of Understanding is made on this **24th day of June Two Thousand Nineteen** between **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH** a Society registered under the Societies Registration Act (XXI of 1860), and having its Registered Office at **Anusandhan Bhavan, 2, Rafi Marg, New Delhi - 110 001** (hereinafter called '**CSIR**' which expression shall, where the context so admit, include its successors-in-interest, employees, representatives and assigns) of the one part;

**AND**

**EEPC India**, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8



company under Companies Act, 2013) having its registered office at Vanijiya Bhavan (1<sup>st</sup> Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as “**EEPC**” which expression shall, where the context so admits, include its successors-in-interest, representatives, employees and assigns) of the other part.

## 1. PREAMBLE:

[A]. Whereas CSIR at its **National Metallurgical Laboratory, a Constituent Laboratory under CSIR having its office at Jamshedpur-831007** (hereinafter called **NML, Jamshedpur**) may be referred to in the first instance.

[B]. AND WHEREAS **NML, Jamshedpur** is one of the constituent laboratories of CSIR having expertise in metallurgical engineering and allied disciplines with proven track record in mineral processing, extractive metallurgy, surface engineering, applied and analytical engineering, materials engineering and materials evaluation.

[C]. AND WHEREAS **EEPC India** is a nodal organization set up by the Government of India, Ministry of Commerce & Industry to promote exports of Indian engineering goods and services. It is sponsored by the Ministry of Commerce & Industry, Government of India and caters to the Indian engineering sector.

[D]. AND WHEREAS as a part of it's activities, **EEPC India** envisages to collate global market information/ intelligence/ know-how/ expertise knowledge for it's members in the field of technology development for engineering goods and services and also to provide the members with testing facilities of raw materials

[E].AND WHEREAS to attain the above objective **EEPC India** has approached **NML, Jamshedpur** so as to collaborate on certain areas of technology development in the field of engineering sector for benefit of it's members.

## **2. SCOPE OF THIS MOU:**

**EEPC India** and **CSIR** through **NML, Jamshedpur** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas:-

- a) NML, Jamshedpur to provide to EEPC India members the facility for testing of raw materials and products at it's institute/ centre in Jamshedpur at concessional rates.
- b) NML, Jamshedpur to provide technical advisory through consultation, trouble shooting in areas of manufacturing bottlenecks by lending the right personnel to be physically present at EEPC India Technology centre at EEPC India, on prescheduled date and time and make such advisory available through VC/webinar etc.
- c) NML, Jamshedpur to provide free access to the knowledge resource centre of NML, Jamshedpur institute in form of books, scientific journals, e-journals, etc.
- d) NML, Jamshedpur to provide suitable trainer to impart suitable training to EEPC India Technology centre members belonging to MSME sector to facilitate capacity development amongst Indian SMEs.



- e) NML, Jamshedpur will participate in the Technology Portal in the website of EEPC India and to exhibit the facilities offered by NML, Jamshedpur for the benefit of MSME sector at large.
- f) NML, Jamshedpur would participate in the Technology meets with industry organised by EEPC India in the matters relating to the sectors covered by NML. In case, as a result of the industry interactions so arranged and participated any engineering product/process needs to be developed, NML Jamshedpur would collaborate with EEPC India and with other stakeholders to develop such product/process. In the event of any such development of a product/process IP rights shall be secured and ownership of the IP rights shall be decided mutually on case to case basis.
- g) In the event of any collaboration or service exchange between the parties, all related financial terms with respect to the TA/DA, Manpower Charges and other applicable charges shall be mutually decided on case to case basis between NML, Jamshedpur and EEPC and shall be reduced to writing.

#### **4. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:**

This Agreement becomes effective, subject to what is mentioned in Clause no. 10 of this Agreement, from the day of signing and shall remain operative for a period of 3(three) years therefrom, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

## **5. NO LIABILITY CLAUSE:**

NML, Jamshedpur and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

## **6. INTELLECTUAL PROPERTY RIGHTS:**

NML, Jamshedpur and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements.

## **7. CONFIDENTIALITY:**

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization /anyone else without the written consent of other party.



## **8. NON-EXCLUSIVITY CLAUSE:**

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements.

## **9. FORCE MAJEURE:**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## **10. Enforceability:**

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and **CSIR through NML, Jamshedpur** cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

**Signed for and on behalf  
of CSIR - NML**

*Amitava Mitra*  
24/06/19

**Dr. Amitava Mitra**  
**Chief Scientist & Head**

**Seal:**

*Gopi Mandat*

1. Witness (Name & Address)

*Gopi Kishor Mandat*  
Pr. Scientist  
CSIR-NML Jamshedpur

**Signed for and on behalf  
of EEPC India**

*Adhip Mitra*

**Adhip Mitra**  
**Additional Executive Director & Secretary**

**Seal:**



1. Witness (Name & Address)

*Sunjoy Bose*  
*Sunjoy Bose*  
EEPC India  
111, Wood Street,  
Kolkata - 700016