

Agreement

BETWEEN

✓ CSIR-NATIONAL METALLURGICAL LABORATORY (CSIR-NML), JAMSHEDPUR

AND

NATIONAL INSTITUTE OF FOUNDRY AND FORGE TECHNOLOGY (NIFFT), RANCHI

1.0 THE AGREEMENT

1.1 The **Council of Scientific & Industrial Research (CSIR)**, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi through **National Metallurgical Laboratory (NML)**, PO. Burmamines, Jamshedpur-831 007, Jharkhand being a constituent laboratory of CSIR, (hereinafter called **CSIR/CSIR-NML** which expression shall where the context so admits include its successors and permitted assigns) of the other part.

and

1.2 **NIFFT**, an autonomous Institute (having registration no.: 22/66-07, under NATIONAL INSTITUTE OF FOUNDRY AND FORGE TECHNOLOGY SOCIETY, 2013), with its campus and registered office at **NIFFT Colony, Hatia, Ranchi-834003**, (hereinafter referred to as **NIFFT** which expression shall where the context so admits include its successors and permitted assigns) of the first part.

1.3 Individually **NIFFT** or **CSIR/CSIR-NML** shall be referred to as **PARTY** and collectively referred to as **PARTIES** wherever applicable in the context of use in this **Agreement**.

2.0 PREAMBLE

2.1 Whereas **NIFFT** is an autonomous Institute involved in providing Graduate and Post Graduate engineering and technology courses and carrying on research and development projects.

2.2 Whereas **CSIR/CSIR-NML** is a national R&D laboratory involved in carrying on research and skill development in the areas of minerals, materials and metallurgy.

2.3 Whereas the **PARTIES** agree to enter into a "**Working Relationship**" on various purposes of mutual interest viz. joint activities to promote skill development initiative of government of India, to guide students in project/thesis, and propose, submit & execute collaborative consultancy/sponsored R&D projects to third parties and external parties (As per Annexure 1). The joint submission of such R&Ds projects by the **PARTIES** shall be mutually discussed and the applicable terms and conditions specific to such collaborations shall be mutually decided by the **PARTIES** on case to case basis.

*Alita Tripathi*

*Agkumar*

### 3.0 SCOPE

This **Agreement** details the modalities and general conditions regarding the "**Working Relationship**" between **NIFFT** and **CSIR/CSIR-NML** without any prejudice to prevailing rules and regulations in **NIFFT** and **CSIR/CSIR-NML** and without disregard to any existing mechanism evolved and approved by the Ministry of Human Resource Development, Government of India and the Ministry of Science & Technology, Government of India.

- 3.1 The activities under the linkage will be as described below, which form the Annexure 1 to this agreement subsequently. Such Annexures may be amended by mutual agreement and reduced to writing. Such amendments shall be duly signed by the **PARTIES** form integral part of this document.
- 3.2 The Instrumentation facilities, Laboratory and Library facilities of the **PARTIES** shall be made available for the research scholars and faculty members to each other. Wherever charges are to be paid, charges, as decided by the respective **PARTIES** shall be paid by the respective **PARTIES**.
- 3.3 Faculty/Scientist from both **PARTIES** shall collaborate in the supervision of research students in disciplines of mutual interest and expertise leading to MTech. and Ph.D. on mutually agreed terms. The degrees will be awarded by **NIFFT** and all dissertations will unequivocally indicate the relevant **NIFFT** faculty and **CSIR-NML** personnel as co-guides of the dissertation.
- 3.4 The student(s) carrying out joint activities for MTech/ Ph.D. degree should perform his/her work at **CSIR/CSIR-NML** for at least six months. The work carried out at **CSIR/CSIR-NML** will be supported by a certificate from the concerned scientist of **CSIR/CSIR-NML**.
- 3.5 In association with **NIFFT**, **CSIR/CSIR-NML** will organize short term training programs at **NIFFT** for skill development essentially for unemployed youths, student community, aspiring entrepreneurs and artisans whoever register/participate in the said training program. **NIFFT** shall provide the essential facilities/infrastructure/manpower/intellectuals to organize the trainings/activities/workshops etc. at **NIFFT** premises to fulfill the objectives of the specified activities.
- 3.6 Under long term training program, a one year post graduate diploma course combining welding, heat treatment and NDT will be designed and implemented, as decided mutually agreed terms on case to case basis.

### 4.0 INTELLECTUAL PROPERTY RIGHTS

- 4.1 Any intellectual property emanating out of the dissertation works guided jointly by the parties shall be owned jointly by **NIFFT** and **CSIR/CSIR-NML**.

Alita  
Tantdm

B Kuma

4.2 The expenditure connected with securing and maintaining the Intellectual Property Rights in India shall be shared between the **PARTIES** in proportions mutually decided by them, on case to case basis, based on their respective intellectual, material and financial contributions.

#### 5.0 EFFECTIVE DATE & DURATION

5.1 This **agreement** shall be effective initially for a period of 3 years from the last date of the last party to sign on it (hereinafter referred as the **EFFECTIVE DATE**). Thereafter, this **agreement** may be extended for further for any other period of time as deemed appropriate by the **PARTIES** subject to their mutual consent of any such extension to be made in writing. Any such extensions when duly signed by the authorities of both **PARTIES** shall become integral parts of this document.

5.2 Either party may terminate this **agreement** by giving a written notice of termination of at least 3 months in advance.

5.3 In the event of termination of this **agreement**, for whatever reasons, both **PARTIES** agree to fulfill their respective commitments in respect of the researchers undergoing their dissertations and skill development programs etc., at the time of termination.

5.4 Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project will be discussed and agreed upon in writing by the appropriate responsible representatives of both the Institutes.

#### 6.0 AMENDMENTS

6.1 Any clause or article of the **agreement** may be modified or amended by mutual agreement of **NIFFT** and **CSIR/CSIR-NML**. Any such amendments when duly signed by the authorities of both **PARTIES** shall become integral parts of this **document**. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

#### 7.0 LIABILITY

7.1 The financial liability arising from the activities shall be limited to the total charges decided upon for the use of respective facilities and manpower costs, if any. The **PARTIES** shall be responsible for assigning the skilled operators for providing access to their respective equipments to each other. None of the parties shall be liable to pay any charges against any damage to equipment or facilities to each other.

*Nirva Timpden*

*B. Kumar*

**8.0 INDEMNIFICATION**

Each Party will indemnify the other from any claims arising out of injuries of personnel of one party at the premises of the other.

**9.0 ARBITRATION**

9.1 In case of any dispute arising out of this **agreement**, the same shall be referred to the Director, CSIR/CSIR-NML and the decision of Director-NML shall be final and binding on the **PARTIES**.

**SEAL OF PARTIES**

**IN WITNESS WHEREOF**, the **PARTIES** hereto have executed this agreement, to be effective from the last date of the last party to sign below.

Signed.....B Kumar  
14.11.2019  
Dean-Academics

NIFFT, Ranchi



Witness

[Signature]  
14-11-19

Signed.....Mita Tarafdar  
14/11/19

Head-RPBD  
डॉ. मिता तराफदार / Dr. Mita Tarafdar  
प्रमुख / Head  
अनुसंधान योजना एवं व्यापार विकास  
Research Planning & Business Development  
सी.एस.आई.आर. - राष्ट्रीय धातुकर्म प्रयोगशाला  
CSIR-National Metallurgical Laboratory  
जामशेदपुर / Jamshedpur - 831 007  
CSIR-NML Jamshedpur

Witness

[Signature]  
14/11/2019

Annexure 1

1. Promoting skill development initiative of Government of India (GoI).
2. Short and long term training programs jointly organized by both organizations.
3. In association with NIFFT, CSIR-NML will organize short term training programs at Ranchi for skill development essentially for unemployed youths, student community and artisans.
4. Under long term training program, an one year post graduate diploma course combining Welding, Heat treatment and NDT will be designed and implemented. It is planned to start the program within this financial year under the CSIR Integrated Skill Training Initiative.
5. Thesis work of M.Tech and PhD for students of NIFFT can be done on joint supervision at CSIR-NML.

Prof. T. S. 5

Dr. Manu