



MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
BUNDELKHAND UNIVERSITY, JHANSI

AND

NATIONAL INSTITUTE OF HYDROLOGY,
ROORKEE

COLLABORATIVE RESEARCH PROPOSAL

MEMORANDUM OF UNDERSTANDING BETWEEN BUNDELKHAND UNIVERSITY AND NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE FOR FACILITATING COLLABORATIVE TRAINING AND RESEARCH

This MoU agreed and entered into on this 23rd day of February Two Thousand and Sixteen between Bundelkhand University, Jhansi Uttar Pradesh, India (here in after called BU which expression shall where the context so admits mean and include its successors administrator and permitted assigns) of the first part.

And

National Institute of Hydrology, Roorkee, India a Government of India Society under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, having its registered office at Jalvigyan Bhawan, Roorkee – 247667 (Uttarakhand) (hereinafter called NIH which expression shall where the context so admits, mean and include its successors administrators and permitted assigns) of the second part.

Preamble

1. The Bundelkhand University will facilitate the following:

- a) Whereas: The University shall recognize NIH and specific divisions/regional centers as centers for conducting research work for the award of Doctoral degrees.
- b) Whereas: The faculty /Scientists/Officers/of NIH on their individual merits and in accordance with the **University rules** and regulation shall be appointed as supervisors for guiding research.
- c) Whereas: The University shall provide facilities (laboratories, library etc.) for conducting research work and trainings without any cost involvement or implication.
- d) Whereas: Scientists and the researchers at NIH may be allowed to register for doctoral programm for the award of Doctoral degree by the University, with the Scientists from the NIH or faculties from the University in the subject/field as the first choice as the supervisor and as per ordinance of Ph D of B.U.
- e) Whereas: BU shall undertake the entire work in respect of NIH candidates including approval of synopsis, acknowledging submission of the thesis, deciding two examiners from Indian Institution in the area of the work embodied in the thesis from the list of five experts submitted by the supervisors, dispatch of thesis to examiners and timely receipt of reports, issue of provisional certificate and any other work related to proper submission and award of the final degree.
- f) Whereas: No change of Supervisor or co-supervisors shall ordinarily be allowed. Change of supervisor and/or co-supervisor may be allowed in special cases where research work of the candidate is likely to suffer on account of supervisor and /or co-supervisor leaving the Institution or on account of his/her death or being unapproachable or when he/she is

unwilling to continue to supervise the candidate or any other circumstances necessitating such a change as per ordinance of Ph D program.

g) Whereas: Candidate seeking registration for the award of Ph.D degree of BU shall apply on the prescribed application form along with a Synopsis outlining proposed research and a Certificate from NIH stating that necessary facilities for undertaking proposed research work are available and shall be made available to the candidate . Candidate employed at NIH or elsewhere shall also submit a no objection certificate from the employer.

h) Whereas: The BU shall charge prescribed annual fee from each candidate registered with BU until the time of submission of Ph.D thesis. The Annual Fee to the university shall be payable in advance for each commencing year failing which his/her registration may be cancelled

2. NIH, Roorkee will facilitate the following:

a) Whereas: Scientists of NIH and BU desire to undertake collaborative research and hydrology related areas.

b) Whereas: Faculty members/scientist of NIH and BU agree to expertise and facilities on mutually agreed proposed projects including internal research projects.

c) Whereas: Faculty members/Scientists of NIH and BU agree to jointly submit research project to national and international funding agencies for extra mural funding

d) Whereas: Faculty members/Scientists of NIH and BU agree to obtain approval from the institutional ethics committee as required by their respective institution before commencement of the actual work on research projects

e) Whereas; Post graduate and Ph.D students registering with the BU will be allowed to carry out their research work in NIH as per the requirement and approved plan of work

f) Whereas: Make available the existing facilities like laboratory, library, workshop etc. at the NIH free of cost to the student for the approved project work.

g) Whereas: Periodical meeting of the student's supervisors either at the premises of NIH, Roorkee or BU.

3. General

a) MODALITIES OF COOPERATION

A Committee comprising three faculties/scientists from NIH and BU as approved by heads of both Institutes will be responsible for setting up and implementing the envisaged academic and research activities. The manner of collaboration in research project is to be on a work sharing research basis, in which each party carries out a specific complimentary component of the larger project, and in turn obtains access to the total research output of that project.

b) FUNDING SOURCES:

Research as imposed on exchange of material or in relation to other concerned areas imposed by the Indian govt. (as well as) rights of patents shall be enforceable along with all other statutory requirements.

The activities carried out under this MoU will be financially supported by their respective institutions separately, and as mentioned from funding agencies permitting joint research. Student training and PhD fees will be applicable as agreed above between both the parties.

No Party will be financially liable for any claim or interested towards other party for any activity under taken under this MoU.

c) PROGRAMME MANAGEMENT:

The committee shall meet at least once every year and review the progress on all activities carried out under this Memorandum of Understanding.

This MoU can be amended only by a written consent duly signed by the signatories or their successors. The MoU between the said BUNDELKHAND UNIVERSITY, JHANSI and NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE will come into force after getting approval from the competent authorities including signatories or their successors. The parties acknowledge and agree to fulfil all requirements and to undertake all activities identified under this MoU.

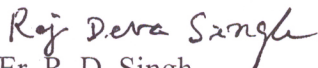
d) LIMITATION OF LIABILITY:

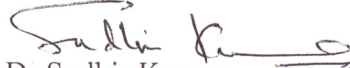
No party to Memorandum of Understanding shall accept any liability or responsibility nor assert any claim or right or interest against the other party for damage or any loss arising from activities under taken under this Memorandum of Understanding. Intellectual properties rights as outcome of collaborative research will be shared between the collaborative researchers from BU and NIH as mutually agreed upon.

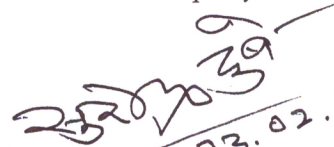
e) DURATION OF AGREEMENT:


This MoU become effective from the date when signed by both the parties and will be valid for five years. This may be extended for a period suited by both the parties and will be valid for the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU. Any party may cease its cooperation under this MoU by providing six month written notice to other party.

This MoU is a statement of intent of the parties to cooperate and is not legally binding upon the parties under any circumstances whatsoever. This MoU does not create and legally enforceable rights, claim, interest, duty, or obligation in favour of either of the party as against the other party.


Er. R. D. Singh
Director
NIH, Roorkee


Dr Sudhir Kumar 23/2/16
Scientist 'G' & Head HI Division
NIH, Roorkee


23.02.16
Prof. Surendra Dubey
Vice Chancellor
Bundelkhand University, Jhansi


23.2.2016
Prof. S. P. Singh
Dean Science
Bundelkhand University, Jhansi


Registrar
Bundelkhand University, Jhansi