

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 243746

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

THIS Memorandum of Understanding is made on this ..... day of ....., **Two Thousand Eighteen** 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

1 | Page





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 **Central Mechanical Engineering Research Institute, a Constituent Laboratory under CSIR having its office at Mahatma Gandhi Avenue, Durgapur-713209, Dist. Paschim Bardhaman, West Bengal** (hereinafter called **CSIR-CMERI**) may be referred to in the first instance.

[B]. AND WHEREAS **CSIR-CMERI, Durgapur** is one of the constituent laboratories of CSIR having expertise in mechanical engineering and allied disciplines with proven track record in product and process development for engineering applications, is also engaged in the high end technology areas.

[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



A large, stylized handwritten signature in black ink, positioned to the right of the EEPC India stamp.

technology development for engineering goods and services and also to provide the members with testing/processing facilities of therein products.

[E]. AND WHEREAS CSIR-CMERI, Durgapur has developed certain technologies relating to engineering sector which they want to popularize amongst engineering organization particularly from the MSME Sector.

[F]. AND WHEREAS to attain the above objective **EEPC India** has approached **CSIR-CMERI, Durgapur** 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 **CMERI** 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) CMERI to provide to EEPC India members the facility for testing of raw materials and products at it's institute/ centre in Durgapur or any other place at concessional rates.
- b) CMERI 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 Kolkata or any industrial cluster as may be mutually agreed. Such advisory may also be made available through



VC/webinar etc. For benefit of engineering MSME units across the country.

- c) CMERI to provide free access to the knowledge resource centre of CMERI institute in form of books, scientific journals, e-journals, etc. as per mutually convenient terms & conditions.
- d) CMERI to provide suitable trainer to impart suitable training to EEPIC India Technology centre members belonging to MSME sector.
- e) CMERI to participate in the Technology Portal in the website of EEPIC India to exhibit the facilities offered by CMERI, technologies developed etc. for the benefit of MSME sector at large.
- f) CMERI to prepare and finalise the DPR for Valve Technology which they have undertaken.

#### **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, subject as above, 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.



A large, stylized handwritten signature in blue ink, positioned to the right of the EEPIC India stamp.



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

Both CSIR-CMERI and EEPC India agrees 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:**

Both CSIR-CMERI 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.



A large, stylized handwritten signature in black ink, written over the EEPC INDIA stamp.

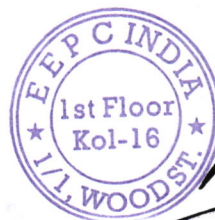
## 9. FORCE MAJEURE:

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.

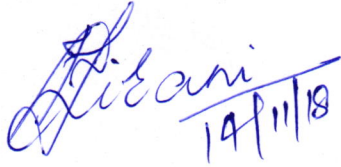
This memorandum of understanding is made in duplicate in English language.



A large, stylized handwritten signature in black ink, written over the bottom right corner of the page, partially overlapping the stamp.

In witness whereof **EEPC India** and **CMERI** cause their representatives to set their hands hereto in ..... on the date mentioned above.

**Signed for and on behalf of CSIR**

  
14/11/18


**CSIR-Central Mechanical  
Engineering Research Institute,  
Mahatma Gandhi Avenue,  
Durgapur-713209,  
Dist. Paschim Bardhaman,  
West Bengal**

प्रो. (डॉ.) हरीश हिरानी/Prof. (Dr.) Harish Hirani  
निदेशक/Director  
सी एस आई आर-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान  
Seal: Central Mechanical Engineering Research Institute  
दुर्गापुर-७१३२०९ / Durgapur-713209, भारत / India

Date:

Signed at:

1. Witness (Name & Address)

  
**डॉ अंजली चैटर्जी / DR. ANJALI CHATTERJEE**  
वरिष्ठ प्रधान वैज्ञानिक व प्रमुख / Sr. Pr. Scientist & Head  
व्यवसाय विकास समूह / Business Development Group  
सी एस आई आर केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान  
CSIR-Central Mechanical Engineering Research Institute  
दुर्गापुर-९ / Durgapur-9, पश्चिम बंगाल / West Bengal

2. Witness (Name & Address)

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



**EEPC India  
Vanijya Bhavan, 1<sup>st</sup> Floor,  
1/1, Wood Street,  
International Trade Facilitation  
Centre,  
Kolkata - 700 016**

Seal:

**EEPC INDIA**

Adhip Mitra  
Addl. Executive Director & Secretary

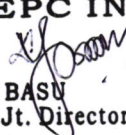
Date:

Signed at:

**27 November, 2018**

1. Witness (Name & Address)

**EEPC INDIA**

  
**D J BASU**  
Sr. Jt. Director (Pers & Admn.)

2. Witness (Name & Address)