



मध्य प्रदेश MADHYA PRADESH

CS 350907



सिपेट CIPET

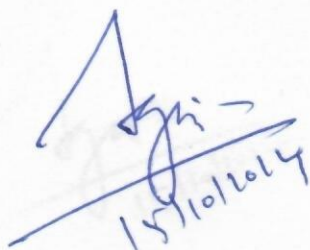
MEMORANDUM OF UNDERSTANDING

between

School of Planning and Architecture, Bhopal

and

Central Institute of Petrochemicals Engineering & Technology (CIPET) -
Centre for Skilling & Technical Support (CSTS), Bhopal


15/10/2014


15/10/14

This Memorandum of Understanding (MoU) is executed on October 15, 2024

between

School of Planning and Architecture, Bhopal having its office at Bhauri, Bhopal, (hereinafter referred to as SPA) on the FIRST PARTY,

and


Central Institute of Petrochemicals Engineering & Technology (CIPET), is a premier Academic institution for higher and technical education under the Ministry of Chemicals & Fertilizers, Govt. of India, with its Head Office at Guindy, Chennai & having its centre at Central Institute of Petrochemicals Engineering & Technology (CIPET) : Centre for Skilling & Technical Support (CSTS), Sector - G, J. K. Road, Govindpura Industrial Area, Bhopal (M.P.) (hereinafter referred to as CIPET:CSTS, Bhopal), of the SECOND PARTY.

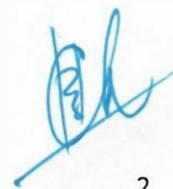
PREAMBLE

The School of Planning and Architecture Bhopal (SPAB), established by Government of India as an Institute of national importance in the year 2008, is committed to excellence in teaching and research in architecture and planning as per global standards.

The charter of SPAB affirms:

- To make SPAB a Centre of excellence for imparting quality education at undergraduate, postgraduate, doctoral and post-doctoral levels in Planning, Architecture and Design
- To setup international level research and development centre with special emphasis on research and consultancy work in the field of Planning, Architecture and Design
- To set up national database centre and decision support centre for the preparation and implementation of settlement and habitat development Programme for the Government
- To act as Nodal centre for mentoring other architecture and spatial planning institutions in Central India
- To induct high caliber faculty who will be devoted to teaching, research and consultancy in all disciplines that deal with Planning, Architecture and Design
- To become a socially responsible institution providing research feedback to the Government for physical development of human settlements.


15/10/2024



Central Institute of Petrochemicals Engineering & Technology (CIPET) - Centre for Skilling & Technical Support (CSTS), Bhopal

Central Institute of Petrochemicals Engineering & Technology (CIPET) (formerly known as Central Institute of Plastics Engineering & Technology (CIPET)) was established in 1968 by Government of India with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the specialized institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country.

CIPET Centre in the state of Madhya Pradesh was established at Bhopal in the year 1988 with the support of Govt. of India and Govt. of Madhya Pradesh to provide Training, Technical and Consultancy Services in Design, CAD/CAM/CAE, Tool Room, Polymer Processing and Testing. CIPET – CSTS Bhopal is an ISO 9001:2015 certified and Plastic Testing Centre is accredited by NABL as per ISO / IEC17025-2017 and Third Party Inspection Services by NABCB as per ISO / IEC 17020:2012.

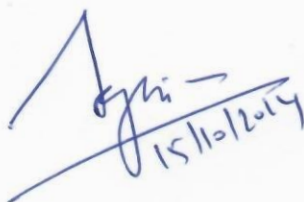
The mission of CIPET - CSTS, Bhopal:


- To offer blend of specialized Academic and Skill Development Training Programs in the field of Petrochemicals Engineering & Technology in order to provide qualified Human Resources with entrepreneurship qualities for Petrochemical & Allied Industries;
- To provide Technology Support in the form of Consultancy Services in the fields of design, tooling, plastics processing, testing & quality assurance and Inspection Services to the Petrochemical Industries including plastic industries through a Quality Management System;

Whereas, both SPA Bhopal and CIPET-CSTS, Bhopal, now

- Recognizing the importance of research and development in the areas of design and engineering and of collaboration for creating and sharing of knowledge.
- Appreciating the need for industrial training to the design students to create qualified manpower in the fields of design and mutually agreed area.
- Desiring to increase their efforts in academia by sharing their expertise and resources.

Therefore, in consideration of the above issues, SPA Bhopal and CIPET-CSTS, Bhopal hereby agree to sign a Memorandum of Understanding (MoU).


15/11/2014


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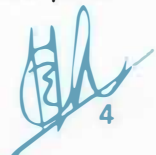
Article – I: Scope of the MoU

The MoU details the modalities and general conditions regarding collaboration between SPA Bhopal and CIPET-CSTS, Bhopal for enhancing, within the country, the availability of qualified manpower in the areas of design without any prejudice to prevailing rules and regulations in SPA Bhopal and CIPET-CSTS, Bhopal, without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to SPA Bhopal and CIPET-CSTS, Bhopal. The areas of co-operation can be extended through mutual consent.

Article – II: Scope of Academic interaction

Both SPA Bhopal and CIPET-CSTS, Bhopal shall encourage interactions between faculty members, engineering staffs, students of both the organizations through the following arrangements:

- a) Organization of seminars and expert lectures / conferences.
- b) Practical training of design students of both the organizations is on a chargeable basis as per norms of both the organizations.
- c) Would allow the industrial visits of design students for half/full day to provide them with an exposure to various machinery, equipment, instrument etc.
- d) Both the organizations may depute its personnel as visiting faculty to teach any subject related to their courses or deliver expert lecture on specialized topics on chargeable basis;
- e) Members of CIPET-CSTS, Bhopal and SPA Bhopal may jointly design and develop and do research work and may seek assistance/guidance from each other in product/process development, modification etc. activities;
- f) The student may be encouraged to carry out part of their academic project/thesis work and commercial project in design in joint collaboration between SPA Bhopal and CIPET-CSTS, Bhopal depending on the nature of work as per rules of the respective institute depending on the facilities and requirements and on mutually agreeable terms.
- g) Both SPA Bhopal and CIPET-CSTS, Bhopal will be free to independently carry out follow-up research on the thesis work conducted under this scheme;
- h) Neither of the parties will publish the work carried out under this MoU without knowledge of the other;
- i) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity;
- j) Both SPA Bhopal and CIPET-CSTS, Bhopal shall not, during the term of this agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.



- k) Participation of CIPET Experts in SPA Bhopal Programs and events as well as the participation of faculty and students of SPA Bhopal in the programs and events of CIPET will be based on mutual agreement.
- l) Admission of CIPET scientists/officers/project staff to the Post-Graduate Programme of Master of Design & Ph.D. at SPA Bhopal as sponsored candidates fulfilling the criteria for admission as prevailing at SPA Bhopal during the time such admission is sought and vice-versa.
- m) Initiation of collaborative research and submission of joint project proposals by CIPET and SPA Bhopal for external funding.

Article – III: Sharing of Facilities

- a) Both SPA Bhopal and CIPET-CSTS, Bhopal shall make provisions to share their facilities in order to promote academic and research interaction in the areas of co-operation on a chargeable basis, subject to availability. CIPET and SPA Bhopal shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- b) CIPET and SPA Bhopal shall provide access to the library and extend inter-library loan facilities to scientists of CIPET, members of faculty, and students of SPA Bhopal as per the prevailing rules and norms in the respective institutes.

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

- a) The activity under this MoU between CIPET and SPA Bhopal shall be coordinated by a Coordinator from each organization respectively.
- b) Financial arrangements for each specific activity will be decided on a case-to-case basis required, subject to approval by each organization.

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 for 5 years.
- b) During its tenancy, the MoU may be terminated by a prior notice of not less than three months by either party. However, termination of the MoU will not in any manner affect the interests of the student/faculty/scientists who have been admitted to pursue a programme under the MoU or joint projects.
- c) Any clause or article of the MoU may be modified or amended by mutual agreement of SPA Bhopal and CIPET-CSTS, Bhopal.


15/10/2014.



Article - VI: IPR

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

- a) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to condition that no Intellectual Property Rights (IPR) can be secured for any part of the work which will be decided with mutual consent;
- b) If the outcome of a project related to product or process design and development etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/Verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case-to-case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case-to-case basis after mutual consultation;
- c) All the efforts put by the student/s as part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed;

Article – VII: Confidentiality

During the tenure of the MoU both SPA Bhopal and CIPET-CSTS, Bhopal will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MoU for any purpose other than in accordance with this MoU.

Both SPA Bhopal and CIPET-CSTS, Bhopal 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 SPA Bhopal and CIPET-CSTS, Bhopal shall put in place adequate and reasonable measures to keep and store confidential information secured 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


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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 so by the disclosing party before such disclosure or during the discussions. 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 the receiving party prior to its receipt of such data or information
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) is rightfully obtained by the receiving party from a third party or is 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 hereto 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

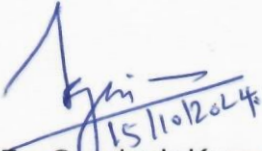
Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such a resolution is not possible, then the unresolved dispute will be referred jointly to Director General, CIPET, and Chairperson, Board of Governors, School of Planning and Architecture, Bhopal. The outcome of the joint decisions of the Director-General (CIPET) and Chairperson, Board of Governors, School of Planning and Architecture, Bhopal shall be binding upon both parties.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



15/10/2024




Signed for and on behalf of

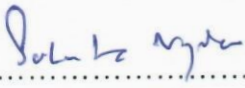

15/10/2024
Dr. Sandesh Kumar Jain
Principal Director & Head
CIPET, CSTS, Bhopal




15/10/24
Prof. (Dr.) Kailasa Rao M
Director
School of Planning & Architecture
Neelbad Road, Bhauri, Bhopal

Witness:

Signature 
Name: Suraj Kumar. D. Humbe
Designation: Asst. Tech. officer
Date: 15/10/2024

Signature 
Name: SUKANTA MAJUMDAR
Designation: ASSOCIATE PROF.
Date: 15/10/24

