



Memorandum of Understanding (MoU)

Between

INDIA METEOROLOGICAL DEPARTMENT

Mausam Bhawan, Lodi Road

New Delhi - 110003

and

CENTRAL UNIVERSITY OF JHARKHAND

Cheri-Manatu, Ranchi-835222 , Jharkhand

On

**Collaboration for Academic and R&D in the area of
Earth System Science**

This Memorandum of Understanding (MoU) is drawn on the 10th day of October 2022,

between :

BY AND BETWEEN

India Meteorological Department, Ministry of Earth Sciences, Government of India through its Authorized Signatory (name and designation of the person) having its office at Mausam Bhavan, Lodi Road, New Delhi-110 003 (hereinafter referred as the "IMD", which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **First Part**.

AND

Central University of Jharkhand, Ranchi, India (Name and designation of the person) having its office at Cheri Manatu, Ranchi-835222 (hereinafter referred as CUJ) which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **Second Part**.

Both "IMD" and "CUJ" are individually referred to as Party and collectively as Parties

The Parties hereby agree to and set forth the terms governing their collaboration (as defined below).

Aim of the MoU

The aim of this MoU is to provide a framework for active cooperation in the field of research, development and academic activities of the two institutions. The MoU aims to strengthen the mutual understanding, foster friendly cooperation, and promote sustainable and productive research collaboration and supervision.

Scope of the MoU

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote within the framework of the provisions of the respective act/statutes/ regulations applying in each of the institutions, and subject to the availability of resources the following activities:

- 2.1 Joint research work and supervision;
- 2.2 Scientist/Faculty cooperation/exchange;
- 2.3 Exchange of young researchers;

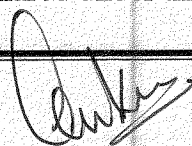
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- 2.4 Joint organizations of seminar/conferences/workshops;
- 2.5 Exchange of relevant information and joint publications;
- 2.6 Exchange of data
- 2.7 Other such activities as may be mutually agreed upon.

Research fellows (JRF/SRF), Research Associates and Scientists (regular/contractual) from the IMD engaged in research may be considered for registration for Ph.D. Degree under the joint supervision by guides from the CUJ and IMD. The Ph.D. candidates and faculties of CUJ working fulltime at CUJ will also be able to get supervision from the IMD scientists on mutual consent and resource availability. The Central University of Jharkhand may consider waiving pre-Ph.D course requirements of registered Ph.D. Candidates from the IMD after confirming that the courses taken at the I.M.D. are fulfilling the University criteria. The continuation of the Ph.D. registration of the IMD candidates will be subject to satisfactory progress monitored by a six-monthly review by a joint committee comprising members from IMD and CUJ. The Ph.D. registration of contract scientific personnel from the IMD will not automatically guarantee continued financial remuneration of the candidates from IMD or CUJ. The IMD candidate has also to satisfy 'IMD satisfactory work progress criteria' as reviewed by the IMD from time-to-time.

3. General Terms and conditions

- The present MoU shall commence from the 10th day of October, 2022 and the period of MoU will be for a period of **05** years, with effect from the date of signing the MoU or whenever required to amend the same in joint consultation of IMD and CUJ.
- MoU will be renewed after the expiry of validity period of five (5) years mutually agreed upon between IMD and CUJ in accordance with the mutual covenants, agreements and conditions as in the present agreement including the present covenants for renewal.
- The rights and obligations of the parties under this MoU shall be governed in all respect by the Laws applicable of the Government of India and the Language of this MoU and its execution shall be English.
- MoU shall continue in effect unless terminated by either party by giving three months' notice in writing to the other, provided that the termination shall be without prejudice to the rights and obligations of the parties antecedent to the termination. Unless otherwise decided by mutual agreement, on termination of the MoU, each party will retain possession of the data shared under this MoU.



Both the parties acknowledge that any information disclosed by or on behalf of any of the party which is not in the public domain, is confidential and may not be used or disclosed to any other party (either before or after the termination of this MoU for any reason whatsoever except when it may be strictly necessary for the due and effectual rendering of the services). Any scientific data exchanges/shared between the parties for joint research / supervision will not be transferred to any other party without written consent of the parties and for any commercial purpose.

6. Confidentiality

Both the parties will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the period of MoU

5. Intellectual Property Rights

which it is made/ executed unless otherwise agreed to.

b. Any amendment or modification to MoU shall be done through a notice in writing of one month on mutually agreed terms and specifically stating the same to be an amendment of this MoU. Further, the amendment shall be effective from the date on

a. Any change to General Terms and Conditions, if considered necessary either by CUJ or by IMD and any consequential revisions, the financial considerations and time schedules shall be mutually discussed and become effective only if agreed to in writing as an amendment to this MoU.

4. Amendments to the MoU

- There will not be any financial obligation to support each other activity.
- the other party.
- c. Either party may change its designated representative at any time and will intimate to of the collaborative programme.
- b. To identify corrective measures to remove hurdles related with the implementation
- a. To identify and assess factors affecting the progress and quality of the work.

Delhi or at CUJ. The review will cover the following aspects:

- This MoU will be monitored through joint periodic reviews (every one year) either at IMD, New Delhi or at CUJ. The review will cover the following aspects:
- All notices, claims or demands permitted or to be made under this MoU, shall be in writing, signed by the party giving such notice, claim or demand and should be delivered by registered mail, or from official email id on postal address or E-mail id.

7. **FORCE MAJEURE**

Neither party to this MoU shall be liable for any delay or failure in the performance of its obligations stipulated herein if such delay or failure is caused by Force Majeure such as but not limited to Acts of God, war, strike, civil unrest, or any Order, Law or Regulation of both the parties which may impede or prevent the performance of its obligations under this Agreement or any other acts which are beyond the reasonable control of the party affected and which the party could not have reasonably foreseen.

If either party is or will be prevented from performing any of its obligations under this MoU by Force Majeure, then it shall promptly give written notice to the other party of the event or circumstance constituting the Force Majeure and shall specify the obligation(s), the performance of which is or will be prevented. The notice shall be given within 3 (three) days after the party becomes aware, or should have become aware of the relevant circumstances constituting the Force Majeure. The party shall, having given such notice, be excused from performance of such obligation(s) for so long as such Force Majeure prevents it from performing it/them.

8. **Entry into Force and Term**

The Memorandum of Understanding shall come into force on the date of the last written notification by which the Parties notify each other of the completion of their respective internal approval procedures. The Memorandum of Understanding shall remain in force for five years. This Memorandum of Understanding may be terminated at any time by either Party upon ninety days written notice to the other Party. Unless otherwise agreed, termination or expiration of the Memorandum of Understanding shall not affect the validity or duration of projects or programs under this Memorandum of Understanding that have been initiated prior to such termination.

9. **General considerations**

9.1 The MoU is essentially a cooperative/partnership venture; therefore, any matter not covered specifically under this MoU may be settled by mutual discussion. On issues where disagreement persists, the matter may be jointly referred to the Vice Chancellor of the Central University of Jharkhand and Director General of the India Meteorological Department whose collective decision shall be final and binding on both the parties.

9.2 This MoU does not constitute a legal or contractual obligation on the part of either party. It reflects an arrangement that is currently satisfactory to the parties involved. The parties agree to negotiate amendments to this memorandum as needed to meet the evolving requirements.

10. Arbitration/ Dispute Resolution among Parties

The Parties will try in good faith to settle any dispute/differences or disputes including arising out of publication related disputes concerning intellectual rights arising out of any activities performed under this MoU or in connection with this MoU, within 30 days after the dispute arises. If the Dispute is not resolved under those provisions, it must be resolved by arbitration conducted in accordance with the Rules under the Arbitration and Conciliation Act, 1996 in force as of the date of this MoU. There will be one Arbitrator selected by mutual agreement of the parties. The place of Arbitration shall be New Delhi. Any decision rendered by the Arbitrator will be final and binding on the parties. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement. All information disclosed in the arbitration, including the existence of the arbitration, will be confidential information governed by the confidentiality provision. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms of this MoU. Each party shall bear the cost of arbitration of their own unless order by the Arbitrator.

Signed and executed this day 10th day of October, 2022 in token of having accepted the terms and conditions mentioned therein.

On behalf of IMD, New Delhi

K K Singh
10-10-2022
Dr. K. K. Singh
India Meteorological Department
Mausam Bhawan, Lodi Road,
New Delhi - 110003
Ministry of Earth Sciences
Government of India
Mausam Bhawan, Lodi Road, New Delhi - 110003

Witnesses:

1. *(S. K. Ghoras)*
10/10/2022

On behalf of CUJ, Ranchi

(Signature)
Central University of Jharkhand
Chert-Manatu,
Ranchi-834002
REGISTRAR

Witnesses:
Central University of Jharkhand, Ranchi
श्रीरघुव संशोधन विद्यापीठ, राँची

(Signature)

(Prof. Manoj Kumar)
DAA & Head, DEVS

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