

This MEMORANDUM OF UNDERSTANDING made on this 2<sup>nd</sup> day of the month of FEBRUARY of the year 2017.

**BETWEEN**

✓ **RAMKRISHNA FORGINGS LIMITED**, established on 12<sup>th</sup> Nov, 1981 with its Head Office: Ramkrishna Chambers located at 72, Shakespeare Sarani, Kolkata 700017 WB, hereinafter referred to as "**RKFL**" (which term or expression unless excluded by or repugnant to the context shall include its successors and assigns) of the **ONE PART**.

**AND**

**NATIONAL INSTITUTE OF FOUNDRY & FORGE TECHNOLOGY**, an autonomous Institute of Govt. of India under MHRD (Department. of Higher Education New Delhi), registered as Society under Societies Registration Act of 1860, situated at Hatia, Ranchi – 843 003 hereinafter referred to as "**NIFFT**" (which term or expression unless excluded by or repugnant to the context, shall include its successors and assigns) of the **OTHER PART**.

It is **WITNESSED** that –

**WHEREAS, RKFL**, being the major Forge component manufacture of the country having inter-alia, extensive laboratory facilities in the field of processing and characterisation of metallic engineering component and particularly having the expertise in automotive component manufacturing which is best of its kind in the world.

**WHEREAS, NIFFT** is a leading institute for teaching, training, research and development, consultancy and documentation and information retrieval services in the domain of metal casting and forging technology in particular and metal component technology as a whole. Apart from pursuing the Advanced Diploma and B. Tech Courses at the institute, **NIFFT** also encourages their students for M. Tech Course and Ph.D. programme in Foundry and Forging Technologies, Materials and Metallurgical Engineering, Manufacturing Engineering, Environmental Engineering etc.

**WHEREAS**, for carrying out the B. Tech./ M. Tech Courses and Ph. D. programme the students are required to take project/research assignments in the institute laboratory or other laboratories or industries. Therefore, **NIFFT** is interested to find an arrangement with **RKFL** so that the subject of the project/research can be formulated based on the problem domain and scale of emerging industrial needs and their students can avail the facilities and guidance of **RKFL** for their research/project works as well as collaborate in other areas of mutual benefit.

**NOW THEREFORE** in consideration of the foregoing and the mutual covenants, terms and conditions expressed herein, both the parties agree as detailed herein below :-

## 1.0 PURPOSE:

- 1.1 The purpose of this MOU is to finalise arrangement between the parties to facilitate the following:
- 1.1.1 Submitting Collaborative project/research proposal to the funding agencies at the National level like SDF, DST, DSIR etc., and International level like USIS, Indo-UK, Indo-German etc.
  - 1.1.2 Availing the workshop and laboratory facilities of **RKFL** for undertaking research/project work by B.Tech/M.Tech / Ph.D students as well as faculty members of NIFFT.
  - 1.1.3 Availing the facilities at NIFFT by engineers/scientists of **RKFL** for research and investigative purposes.
  - 1.1.4 Association of B.Tech/M.Tech students of NIFFT in on-going projects of **RKFL**. This will enable both the organisation to speed up the pace of projects and enable the students to meet the requirement of partial fulfillment of project work for the award of their degrees.
  - 1.1.5 Sharing and utilisation of infrastructural facilities, like information and documentation centre, workshop, auditorium etc, by either party in each other's premises for the purpose of dissemination of knowledge.
  - 1.1.6 Accessing support of **RKFL** while formulating specifications for procurement of sophisticated equipments at NIFFT.
  - 1.1.7 Exploring possibility of procuring costly software/equipment by **RKFL** through NIFFT, which can offer cost advantage because of discounts available to centralised academic institutions.
  - 1.1.8 Registering of engineers/scientists working in **RKFL** for Ph.D programmes with guidance of faculty members of NIFFT with or without the co-guidance of the scientist from other organisation.

## 2.0 SCOPE OF MOU:

- 2.1 The scope of this MoU shall broadly cover the areas enumerated in point 1.1, namely, utilisation of laboratory facilities, participation in projects, specification formulation and procurement of equipments/software's, sharing of infrastructural facilities, registering of working professionals for Ph.D under Ranchi University etc. The B.Tech/M.Tech /Ph.D students and faculty members of NIFFT shall access the facilities available at **RKFL** against specific recommendations from NIFFT. The professionals at **RKFL** can also access the facilities available at NIFFT against specific recommendations from **RKFL**.

## 3.0 METHODOLOGY:

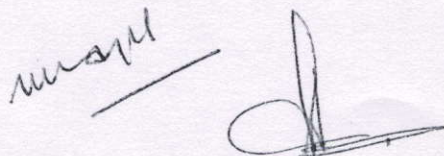
- 3.1 NIFFT shall send specific request to **RKFL** on behalf of their **B. Tech./ M. Tech/Ph.D** students/faculty members who may be in requirement of availing laboratory facilities/services/infrastructure of **RKFL**. The request letter should contain the details of

research/project work, equipment/ services/infrastructure required, name of the students/faculties, etc. Should there be any requirement of **RKFL** to utilise facilities available at **NIFFT**, **RKFL** shall send specific request letter with corresponding details.

- 3.2 **RKFL** shall inform **NIFFT** about the availability of laboratory facilities/services, the expenses/charges involved and tentative time/schedule for the students/faculties to visit **RKFL** for availing the services. **NIFFT** shall also inform **RKFL** accordingly for any requirement of the latter.
- 3.3 For availing laboratory facilities of **RKFL** , **NIFFT** shall send their request well in advance so that **RKFL** may inform the tentative schedule for taking up their assignments. Advance information will also be sent by **RKFL** for availing facilities at **NIFFT**.
- 3.4 The testing / investigation work would be carried out by **RKFL** experts. However, the students of **NIFFT** may be allowed to be present during the testing / investigation on conditional basis. Reciprocity of similar conditions will be extended by **NIFFT** when there is a requirement of **RKFL** .
- 3.5 **RKFL** shall reserve the rights for allowing the students/faculties to access the laboratory equipment or to witness the investigation or analysis of their samples/specimens. However, for academic/research interest of the students/ faculties, **RKFL** may allow their presence at the concerned laboratory at the time of investigation. Similar conditions for undertaking investigative analysis at **NIFFT** shall apply.
- 3.6 **NIFFT** shall arrange payment of the charges on quarterly basis. **RKFL** shall submit their bills/Invoices to **NIFFT** for the services to the students/faculties of **NIFFT**. It will be the responsibility of **NIFFT** that payments are released by **NIFFT** within 15 days from date of issue of bills/Invoices. Whenever **RKFL** utilises the facilities at **NIFFT**, a similar system of submission and release of bills/invoices shall be followed.
- 3.7 There will be no manpower charges involved for participative and joint research project work. Other details regarding publications, patent filing etc will have to be mutually agreed.
- 3.8 The modality to be followed for procuring costly software's/equipment by **RKFL** , at concessional rates available to academic institutes, through the administrative mechanism at **NIFFT**, and the subsequent utilisation and maintenance of such software's/equipments will be worked out on mutually agreed terms.
- 3.9 Registering of engineers/scientists of **RKFL** for Ph.D programmes at **NIFFT**, under Ranchi University, will be based on existing rules of the Institute at the time of enrolment.

#### **4.0 LABORATORY AND INFRASTRUCTURAL SERVICES:**

- 4.1 **RKFL** shall inform the test charges, if any, as per the request of **NIFFT**. The agreed charges shall be considered as addendum to this MOU. The applicable Service tax and Cess shall also be payable by **NIFFT**. Similarly **NIFFT** shall inform test charges and service charges to **RKFL** .



4.2 **NIFFT** being an academic institute, **RKFL** may consider to give concession to the students/faculties for providing laboratory/other services during the first year of the MOU. However, the quantum of concession shall be discussed and mutually agreed by **RKFL** and **NIFFT**. In subsequent years of the MOU, **RKFL** shall charge for the services at rates then prevalent for other customers or on concessional basis. The decision will be taken by **RKFL**. The charges to be levied by **NIFFT** for extending its facilities/services to **RKFL** shall be decided in a similar manner.

4.3 For utilising each other's infrastructural facilities, charges on actual or concessional basis, as agreed upon, shall be worked out.

#### 5.0 **PAYMENT TERMS:**

5.1 **NIFFT** and **RKFL** shall release payments on quarterly basis against the bills/invoices submitted for the services rendered to **NIFFT** and **RKFL**, respectively.

5.2 All payments to be made by **NIFFT** shall be made in the form of NEFT, RTGS, Cheque, account payee Demand Draft drawn in favour of '**Ramkrishna Forgings Limited**'. Payments to be made by **RKFL** shall be in favour of "**NIFFT**" and payable at Ranchi.

#### 6.0 **OBLIGATIONS OF RKFL :**

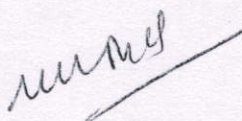
6.1 **RKFL** may provide services by way of laboratory investigation of samples/specimens of the students/faculties of **NIFFT** on requirement basis.

#### 7.0 **OBLIGATIONS OF NIFFT:**

7.1 **NIFFT** shall send specific request to **RKFL** for availing the laboratory facilities mentioning the names of students, details of services required, tentative time schedule, objective/purpose of the investigation etc.

7.2 **NIFFT** shall arrange to deliver the samples/specimens for laboratory investigation at their own cost.

7.3 **NIFFT** shall ensure that the visiting students to **RKFL** maintain proper discipline and follow the rules and regulations of **RKFL**. Any damage to laboratory equipment by their students shall be compensated by **NIFFT**.



## **8.0 DURATION:**

- 8.1 This MOU shall come into effect from the date of its signing by both the parties and shall be valid for 3 (three) years. However, the MOU may be renewed for a further period on mutually agreed terms and conditions.

## **9.0 PUBLICATIONS AND PATENTS:**

- 9.1 **NIFFT** and **RKFL** , shall consult each other for any publication arising from the investigative work carried out under this MOU. These publications shall be in the names of investigators both from **RKFL** and **NIFFT** and it will be duly acknowledged that the work has been carried out in collaboration with each other.
- 9.2 **NIFFT** and **RKFL** , shall consult each other for any patents arising from joint research work, funded by Government and/or other institutions, and carried out under this MOU. These patents shall be in the names of investigators both from **RKFL** and **NIFFT**. The charges for filing of such patents shall be shared equally by **NIFFT** and **RKFL** .

## **10.0 SECRECY:**

- 10.1 Both **RKFL** and **NIFFT** shall maintain secrecy of all the findings related to investigations/analysis/testing's pertaining to individual and joint research projects and shall not disclose the same to any other party.

## **11.0 MODIFICATIONS AND AMENDMENTS:**

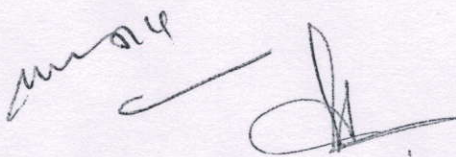
- 11.1 Modifications and amendments to this MOU, if any, shall be effected in writing by mutual consent.

## **12.0 TERMINATION:**

- 12.1 Both the parties shall have the right to terminate this Agreement after giving one month's notice in writing to the other party. In the event of termination, both the parties shall discuss and arrive at a settlement regarding their outstanding obligations including refunds/settlement of any balance amount.

## **13.0 MISCELLANEOUS:**

- 13.1 Service tax, as applicable, shall be payable extra by **NIFFT** and **RKFL** .
- 13.2 Income tax as per income tax act shall be deducted by **NIFFT** and **RKFL** from payments to be made to each other. **RKFL** and **NIFFT** shall issue necessary TDS Certificates (Form16) for such deductions.
- 13.3 All payments/remittances by **NIFFT** shall be made by NEFT, RTGS, Cheque or DD in favour of "**Ramkrishna Forgings Limited** " and payable at Jamshedpur.



Payment/ remittance by **RKFL** shall be through RTGS, NEFT, Cheque or Demand Draft in favour of "**NIFFT**" and payable at Ranchi.

13.4 **RKFL** and **NIFFT** shall nominate one representative each to facilitate co-ordination under this MOU, within a fortnight from the date of signing this MOU.

13.5 Representatives of both parties shall meet once in three months to review and monitor the progress of the work under the MOU.

IN WITNESS whereof this MOU has been executed by the parties hereof on the date, month and year first written above.

For and on behalf of

National Institute of Foundry  
and Forge Technology,  
Ranchi - 834003

For and on behalf of

Ramkrishna Forgings Limited  
Saraikela Kharsawan - 833220

*(Signature)*  
( )

*(Signature)*  
( )

Witness :

1. *Anil Kumar Singh*  
(ANIL KUMAR SINGH )

2. *Manoj Kumar*  
(MANOJ KUMAR )

Witness :

1. *(Signature)*  
(Sahiti Prasad Singh)  
2. *(Signature)*  
(SAURABH PRASAD)