

## Agreement between

### CSIR-CIMFR, Dhanbad and Technical Partner

1. This Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ Month Two Thousand and Seventeen Year between Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi- 110 001 (hereinafter referred to as CSIR), through its constituent laboratory i.e.s CSIR-CENTAL INSTITUTE OF MINING AND FUEL RESEARCH, Barwa Road, Dhanbad – 826015, Jharkhand (hereinafter called as CSIR-CIMFR), which expression shall where to context so admits include its successors and permitted assigns) of the first part:

AND

Technical Partner, a Company registered in India under the (\_\_\_\_\_ Act), and having its corporate/ registered office at

\_\_\_\_\_, Phone No \_\_\_\_\_, Mobile no. \_\_\_\_\_, email address: \_\_\_\_\_ and Website: \_\_\_\_\_

(hereinafter referred to as **PARTY**) which expression shall where the contexts so admits include its successors and permitted assigns) of the second part.

## 2. PREAMBLE

- 2.1 Whereas CSIR-Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad, Jharkhand has necessary infrastructure and expertise in geophysical investigations and determination of geo-technical properties of rocks during the last three decades. CSIR-CIMFR has successfully completed many projects using geophysical techniques and different geo-technical parameters either in underground or surface, and lab studies related to several projects for different mining as well as hydro-electric projects, in India. With this background CSIR-CIMFR now plans to take up the job of geophysical investigations and conduction of experiments on regular basis for geo-technical parameters on surface and underground. In India, many hydro-electric projects are proposed for which such experiments for geophysical and geo-technical parameters are essential. Therefore, CSIR-CIMFR propose to take up the lead role in the interest of the developmental activities.
- 2.2 Whereas Technical Partner is carrying out various geophysical and geotechnical investigations at proposed dam sites and other underground structures refer Annexure-I.
- 2.3 And it is agreed between both the parties that they should undertake the various works of Geophysical and Geotechnical investigations.

### **3.0 SCOPE OF THE AGREEMENT**

3.1 CSIR-CIMFR and Technical Partner, will work jointly for investigation related geophysical and geo-technical investigations on surface and in underground mines.

3.2 The agreement details the terms and conditions for working jointly by both the parties for geophysical and geo-technical engineering in rock and soil in India and in other countries, the financial arrangements and rights and obligations on the parties hereto.

### **4.0 MODALITIES OF COLLABORATION**

4.1 The respective responsibilities of CSIR-CIMFR and the PARTY and schedule of fulfillment thereof shall be as per clause 6.0 and 7.0 and Annexure II.

4.2 There will be a joint Monitoring Group for the work. The Monitoring Group shall consist of following persons from CSIR-CIMFR and the PARTY. The Monitoring Group will identify and fix the work to be done by the CSIR-CIMFR and the PARTY, the targets/milestones and criteria for completion of the work. It shall also review every six months the progress of the work.

#### CSIR-CIMFR:

- a.
- b.
- c.

#### PARTY:

- a.
- b.
- c.

### **5.0 FINANCIAL ARRANGEMENTS**

5.1 CSIR-CIMFR and Technical Partner will take care of their own costs to undertake the above research or contractual assignments.

5.2 In case of sub-contractual work by one party to the other, the sub-contractual party submits a cost estimate and will be paid effective cost based on the estimate. This is also valid if one party supplies equipment or personnel to a project of the other party.

