

MEMORANDUM OF UNDERSTANDING

BETWEEN



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur – 302017,
Rajasthan
and



INDIAN INSTITUTE OF TECHNOLOGY MANDI
Kamand - 175075, Himachal Pradesh, India



This memorandum of understanding (MoU) is made and executed to establish the initial framework or cooperation between Malaviya National Institute of Jaipur and Indian Institute of Technology Mandi is signed on 01/02/2023.

Between

Malaviya National Institute of Technology Jaipur (hereinafter referred as "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) herein after to be referred as First Party.

And

Indian Institute of Technology Mandi having its campus at Mandi (hereinafter referred as "IITM" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) herein after to be referred as Second Party.

Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic and scientific research linkages between the two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

Provisions

1. Areas of Co-operation

Both the institutions will support each other's endeavours in academic programmes and research activities in the following areas:

- a) Partnering and supporting each other through joint research initiatives and through participation in nationally and internationally funded projects.
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars, workshops, symposia and training programs.
- c) Exchange of faculty/staff/student in the area of mutual interest
- d) Exchange of scientific, technical and academic information.
- e) Joint supervision of post graduate and PhD students.
- f) Any other collaborative efforts the Parties consider being appropriate from time to time such as joint degree programmes etc.

2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subjected to a Supplementary Agreement between the Parties. Such Agreements will set out the Party's obligations, responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host institution.

3. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon.



Neither party shall enter into a contract on behalf of the other Party nor commit any expenses without the prior approval of that party in writing.

4. Management and Oversight

As soon as this MoU comes into operation, the Parties must agree on a strategy for its management and oversight.

5. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

6. Policies and Procedures

Faculty/Staff/students of either institution involved in any activity under this MoU shall abide by the applicable rules, regulations and procedures of the host institution.

7. Confidentiality

Each Party shall keep all information or material acquired or produced in connection with this MoU confidential and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by the law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

8. Intellectual Property

Ownership of Intellectual Property shared by the Parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in writing. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

9. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

10. Standards of Performance

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Party's reputation for excellence and integrity in education, research and scholarship.

11. Dispute Settlement

The parties agree that this instrument is produced in good faith, so that any dispute arising from its interpretation, implementation or execution will be resolved through written mutual



agreement between the parties.

12. Termination

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving **three (3)** months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

13. Effective Date and Duration of MoU

This MoU takes effect on the date the last Party signs and will continue for a period of **3 years** only. The Parties may agree in writing to extend it for a further period to be determined.

14. Applicable Laws/ Governing Laws

This Agreement shall be interpreted in accordance with the laws of the Government of India.

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

Signed for

**Malaviya National Institute of
Technology Jaipur**

N. P. Pady
04/02/23

NAME and DESIGNATION

Prof. N. P. Pady

Witness:

1. *(Rakesh Jain)*

2. *Mand*

Signed for

Indian Institute of Technology Mandi

L. Behera



NAME and DESIGNATION

Prof L Behera

Witness:

1. *(Rahul) (Dean Acad, IIT Mandi)*

2. *(Anita) (C Alumnus, IIT Mandi)*