

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR
H.P.-177005**

AND



**JAWAHARLAL NEHRU GOVERNMENT ENGINEERING COLLEGE
SUNDERNAGAR, DISTT.MANDI, H.P.-175018**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MoU') is entered into on 15th January 2021 by and between

Jawaharlal Nehru Government Engineering College Sundernagar, Mandi, H.P-175018, The First Party and represented here in by its **Director-cum-Principal**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

National Institute of Technology, Hamirpur, The Second Party represented here in by **Director, NIT Hamirpur**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns).

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Technical Educational Institution of Govt. of Himachal Pradesh named:
Jawaharlal Nehru Government Engineering College Sundernagar, Mandi, H.P-175018
- B) **National Institute of Technology, Hamirpur (NITH)**, the Second Party is an Institute of National Importance under Govt. of India and engaged in imparting high quality technical education.
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the respective Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both Parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/ global scenario.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. NITH will extend the help which would likely be required by the 1st Party on the proposed matter on chargeable basis as per host institute rules, (which are mutually agreeable or will be prevailing at the time of proposed activity).
- 2.3 **Students Training & Visits:** The Second Party to permit the Faculty and Students of the First Party to visit its campus and would accommodate B.Tech. students of the First Party in Training Programs in such a number that second party deems convenient. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops as per the availability for the hands-on training of the learners

enrolled with the First Party.

- 2.4 Research and Development:** Both Parties have agreed to carry out the joint research activities, joint guidance of student projects/thesis on mutually agreeable terms.
- 2.5 Skill Development Programs:** Second Party agrees to train the students of First Party on the emerging technologies through various short term training programmes in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers/ organization of joint conferences and seminars to the students and faculty of the First Party on the technology trends and in house requirements. First Party to make all arrangements including logistics for such programmes to the experts from Second Party.
- 2.7 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training through various Short Term Courses/Faculty Development Programmes etc. as per the requirement. First Party to make all arrangements including logistics for such programmes to the experts from Second Party.
- 2.8 Placement of Trained Students:** Second Party will provide infrastructure support for placement and related activity of the students of First Party.
- 2.9 Sharing of Facilities:** The First party and the Second party shall provide access to their facilities (which are permissible under norms) such as Laboratories, Library, Software etc. to promote academic and research interaction in the area of cooperation.
- 2.10 Stipend:** The first Party and second Party can provide stipend to the students undergoing training as per the norms of respective institution.
- 2.11** Both Parties to obtain all internal approvals, consents, and permissions of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.12** There is no financial commitment on the part of both the Parties to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately as per norms. Each Party shall bear the respective costs of carrying out the obligations under this MoU.

CLAUSE 3

INTELLECTUALPROPERTY

- 3.1** Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. However, in case of joint research/supervision, both the parties shall have joint right to determine the ownership of any intellectual property, commercial exploitation etc.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of both the Parties after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MoU. The Validity of the MoU may however be for three years.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent parties, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


Any divergence or difference derived from the interpretation or application of the MoU shall be resolved mutually.

AGREED:

For **J. N. Govt. Engg. College Sundernagar**

For **National Institute of Technology Hamirpur**


Authorized Signatory


Authorized Signatory

Witness1:

Witness2:

Witness3:

Witness4: