

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR H.P.



&

CHITKARA UNIVERSITY, HIMACHAL PRADESH



FOR

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter referred to as MoU is signed on 11th day of November in the year 2021 between NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR hereinafter called “NITH” (First Party) which expression, unless otherwise provided, shall include its successors and assignees, is a premier academic institution of Repute, incorporated under National Institute of Technology Act, 2007, having its permanent campus and office at NIT Campus (Anu) Himachal Pradesh-177005

And

Chitkara University, Barotiwala, Himachal Pradesh, hereinafter called “Chitkara University - HP” (Second Party) which expression, unless otherwise provided, shall include its successor of assignees is NAAC accredited UGC-recognized State Private University having its premises at Atal Shiksha Kunj, Atal Nagar, Barotiwala, H.P.

In order to enhance the level of cooperation between the two institutes (NIT-H and Chitkara University -HP) and to raise the standards of research and academic activities, need for sharing the laboratory, facilities, faculty expertise, dissemination of technology in general and students research in particular is being actively felt. To accomplish these goals, both the, NIT-H and Chitkara University - HP have agreed to enter into an MOU for skill development, training, collaborative research and academic activities of mutual interest on the terms and conditions specified below:

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. 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.
2. Co-operation of both parties will facilitate effective utilization of the intellectual capabilities of the faculty towards providing significant inputs to them in developing



suitable teaching / training systems, and research in areas of mutual interest keeping in mind the needs of the industry/global scenario.

3. Chitkara University - HP will recognize NITH as an accredited centre for pursuing research leading to Ph.D. degree in the designated areas of Engineering, Applied Sciences, or any other field / discipline of mutual interest.
4. Staff eligible for PG/Ph.D. enrollment under the Ordinances of both Institutes would be allowed to register for PG/Ph.D. in the respective faculties of the parties.
5. Faculty members of the concerned departments of NITH & Chitkara University - HP will explore possibilities towards carrying out joint research projects, thereby mutually using research facilities at NITH and Chitkara University - HP in completing the collaborative research.
6. Both Parties will explore possibilities of training of the students and staff as per the facilities and resources available.
7. Both parties shall encourage exchange of faculty members of the concerned departments of NIT-H and Chitkara University - HP for mutual benefit.
8. The faculty and students of the concerned departments of Chitkara University - HP undertaking joint research and/or training at NIT-H shall be enrolled as ad-hoc members of the library of the NIT-H and they shall be governed by the rules and regulations of NIT-H. Faculty and Ph.D. students of NIT Hamirpur shall likewise be given ad-hoc membership of the Chitkara University - HP library on similar grounds.
9. None of the parties shall be responsible for any loss or damage whatsoever resulting due to testing or implementation of any technology in the collaborative research being carried out at the premises of the collaborating Institute.
10. As per the availability both parties shall arrange Hostel/Guest House accommodation, as per prevailing rules of the host Institute, for students/faculty coming to respective institutes for training/academic activity.
11. Both parties will work closely to generate appropriately trained manpower in the areas identified through organization of formal skill development programs, workshops on academic curricula, symposia, short-term training courses etc.
12. In all cases related to work under this MoU, T.A./ D.A. for faculty and research scholars will be borne by the host organizations or as mutually agreed.




13. If the know-how developed as a result of a joint research undertaken under this MoU leads to a patent or patents being taken, both parties hereto shall mutually agree whether or not to apply for a patent/s and if so in which country. Patents taken as a joint research, if any, will be in joint names of the two parties and cost of patenting and monetary benefits accruing subsequent to filing/defense and maintaining of the patents will be shared by both parties equally.
14. Publications in the collaborative/joint research work, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of both the parties shall be in the names of the investigators. Both the parties shall be suitably acknowledged.
15. There shall be no financial obligations on the part of the NIT-H and Chitkara University - HP. Expenditures related to sample preparation, and experimentation etc. would be borne by respective labs at their own end or as per the provisions/availability of resources.
16. The MoU may be terminated if any of the parties wants to withdraw from it. However, the PG/PhD students admitted/ongoing joint research projects under this MoU shall be governed by the same terms and conditions as prevailing at the time of signing of this MoU, till the completion of their degrees / project.
17. This MoU will come into force w.e.f. 11th November 2021 i.e. the date of signing of the MoU by the representatives of the partner institutions and will remain in effect for three years. This MoU may be renewed upon its expiry, with the agreement of both the partner institutions.
18. Neither Party shall be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
 - 18.1 Each party shall promptly inform the other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution.
 - 18.2 "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.




19. Except as otherwise provided elsewhere in the MoU, in the event of any dispute or difference relating to, arising from or connected with the MoU such dispute or difference shall be resolved between the parties by mutual consultation and to the satisfaction of both the parties. If the dispute remains unresolved, the same shall be settled by sole arbitrator who may be having expertise in this field and may be appointed mutually by agreeing and as per the provisions of Arbitration and Conciliation Act 1996. The venue of Arbitration for all proceeding shall be as decided mutually by the authorities of both the Institutes, if need be.

In witness whereof the parties hereto have duly executed the MoU on this 11th day of November 2021 at Rajpura


Signed for and on behalf of NIT
Hamirpur


(Dr. Lalit Kumar Awasthi)
Director, NIT Hamirpur

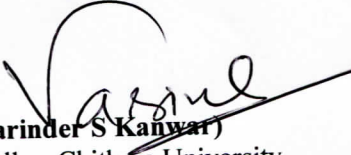
Signed for and on behalf of
Chitkara University, H.P.


(Dr. Madhu Chitkara)
Pro Chancellor, Chitkara
University, H.P.

Witness


(Dr. Rajesh K. Sharma)
Associate Dean (RP & Collaboration,
Startup), NIT Hamirpur

Witness


(Dr Varinder S Kanwar)
Vice Chancellor, Chitkara University,
H.P.