

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**NATIONAL INSTITUTE OF TECHNOLOGY
HAMIRPUR H.P.
177 005**

AND



**DR YASHWANT SINGH PARMAR UNIVERSITY OF
HORTICULTURE AND FORESTRY, NAUNI SOLAN H.P.
173 230**

This Memorandum of Understanding hereinafter referred to as MoU is signed on 17th day of June in the year 2021 between the **NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR** hereinafter called "NITH" which expression, unless otherwise provided, shall include its successors and assignees, on the one part and the **DR YS PARMAR UNIVERSITY OF HORTICULTURE AND FORESTRY, NAUNI SOLAN (HIMACHAL PRADESH)-173230**, hereinafter called "UHF" which expression, unless otherwise provided, shall include its successor of assignees on the other part.

1. Preamble:

- 1.1 Whereas the National Institute of Technology Hamirpur (NITH) and the University Grants Commission (UGC) have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In view of this, the National Institute of Technology Hamirpur and the Dr YS Parmar University of Horticulture and Forestry, Nauni Solan (UHF) agree to join hands for the cause of promotion of quality research and decided to sign Memorandum of Understanding (MoU) to initiate academic and research programmes between the two Institutions in the broad areas of Science and Technology as per the following terms and conditions:

2. Recitals

- 2.1 AND WHEREAS both the NITH and the UHF recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening Indian higher education and research through mutual resource sharing.
- 2.2 AND WHEREAS both organizations are desirous to associate in all other related areas as may be agreed upon for furtherance of knowledge based enterprises, apt technical and management skill for future technology development, exchanging of information and work towards effective Research Institutions-Academia partnerships for Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (NITH and UHF) HEREBY ACKNOWLEDGE AND agree to work on collaborative and joint research work in various areas of mutual interest by entering into this MoU covering the activities as detailed below:

3. Period of MoU and its Extension

- 3.1 This MoU comes into effect from the date of its signing and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

4. Scope of MoU

- 4.1 The scope of the MoU will be to collaborate for research and teaching in the areas of Science, Technology and other such areas agreed upon mutually. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.
 - 4.1.1 Mutually sharing of infrastructural facility for pursuing research and conducting R&D programmes.
 - 4.1.2 Knowledge sharing in the field of Science, Technology, Social Sciences and Management etc.
 - 4.1.3 Exchange of faculty/staff in regular courses and training programme from both the institutions for mutual benefit.
 - 4.1.4 Collaborative and Joint research projects by the NITH faculty/staff and faculty members of the UHF through mutual sharing of the research facilities at both NITH and UHF.
 - 4.1.5 NITH and UHF will work closely to generate appropriate trained manpower in the mutually identified areas of Science & Technology through organization of formal academic curricula, symposia, short-term training courses, etc. TA/DA of the invited faculty/staff and scientists will be borne by the host organization.
 - 4.1.6 Faculty/P.G./Ph.D. Scholars may work in other institution for a short period in connection with their research work. They shall be considered on duty with the parent organisation for that period and their visits will be governed by prevailing norms of respective organizations.
 - 4.1.7 Faculty will be encouraged to deliver expert lectures/ invited talks at other institution. In such cases TA/DA will be borne by the host institute. These visits/ trainings would be performed with the approval of competent authority.

4.2 Responsibility of UHF

- 4.2.1 UHF will recognize NITH as an accredited Centre for supervising, guiding and pursuing research, leading to PG/PhD degree in the designated subjects of Science, Technology and other areas of interest.
- 4.2.2 UHF will recognize NITH Faculty, subject to the fulfillment of eligibility requirements as per the Act, Statutes, Academic Regulations and Ordinances of the University, as Supervisors/Co-supervisors for guiding research leading to PG/PhD degrees.
- 4.2.3 UHF will, subject to the fulfillment of eligibility requirements as per the Act, Statutes, Academic Regulations and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on NITH Faculty depending upon their qualifications and designations, involved in collaborative research and teaching with UHF.
- 4.2.4 UHF shall provide access to Library and research facilities to the Faculty and PG/PhD students of NITH and that they shall be governed by the rules and regulations of the University as applicable to the faculty and research scholars of the University.
- 4.2.5 UHF Faculty recognised by the NITH as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the NITH.

4.3 Responsibility of NITH

- 4.3.1 NITH shall provide access to its Library and research facilities to the students and faculty members of UHF and that they shall be governed by the rules and regulations as applicable to the NITH students and faculty of NITH.
- 4.3.2 NITH will provide summer training, research facilities to students and NITH faculty will help in the preparation of teaching material for these students.
- 4.3.3 NITH will, subject to the fulfillment of eligibility requirements as per the Act, Statutes, Academic Regulations and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on UHF Faculty depending upon their qualifications and designations, involved in collaborative research and teaching with NITH.

- 4.3.4 NITH shall arrange Hostel accommodation for the students of UHF coming for summer trainings subject to availability of accommodation and they will be governed by the guidelines for accommodation in such cases by NITH.
- 4.3.5 NITH Faculty recognised by the UHF as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the UHF.

4.4 Collaborative Research Degree (PG/PhD) Programme

- 4.4.1 NITH and the UHF shall, subject to their rules and regulations and through mutual consultation, evolve a collaborative Research Degree (PG/PhD) programme.
- 4.4.2 Modalities of the collaborative research degree programme shall be worked out by the two organisations through mutual consultations and with due regard to the Act, Statutes, Academic Regulations and Ordinances of the UHF and the rules and regulations governing NITH.
- 4.4.3 The students carrying collaborative research in the other Institute/organization shall be required to submit 'No Dues Certificate' from the Co-guide from respective Institute before submission of thesis.
- 4.4.4 The student of such collaborative programme shall submit a copy of his/her thesis to both the libraries.

5. Areas of Collaborative Research

- 5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of the two parties and also depending upon the research expertise and research facilities available in the NITH and the UHF.

6. Co-ordination & Progress Review Committee (CPRC)

- 6.1 It is agreed that the progress of this MOU shall be monitored by a Review Committee comprising Vice-Chancellor of the UHF and the Director of NITH through periodic meetings.
- 6.2 Dean(R&C) of the NITH and Director of Research / Deans of the UHF would be the coordinators for activities under this MoU.

7. Financial Terms

- 7.1 There shall be no financial obligations on the part of the NITH and UHF. Expenditures related to sample preparation and experimentation would be borne by respective labs at their own end.

8. No Liability Clause

- 8.1 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 i.e. the NITH or the UHF.

9. Confidentiality Clause

- 9.1 Both the parties acknowledge the confidentiality of the information, which may be transferred between the parties or obtained or developed during the course of this exchange from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each party shall be free to disclose this information as is:
- 9.1.1 In the public domain at the time of disclosure.
 - 9.1.2 Required to be disclosed by official authorities in accordance with applicable law or regulation.
- 9.2 While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.
- 9.3 Any notice, request or other communication required or permitted to be given under this MoU shall be in writing and shall be delivered in person or by recognized courier service or facsimile, or through the authorized persons of both organisations to be notified separately.
- 9.4 Each of the parties recognizes that the successful implementation of this MOU to the mutual satisfaction and benefit of both the parties will require a significant degree of cooperation and good faith on behalf of both the parties. Each of the parties resolves to act in good faith and in accordance with the spirit of this MOU to implement the provisions in accordance with the mutual desire and in the interests of the parties.

- 9.5 Both the parties undertake not to transfer, for any consideration to be received by it, the know-how/data obtained through this MoU to any other party in any manner whatsoever without prior written approval of each other whether within and beyond the period of this MoU. Both the parties shall take all necessary measures to ensure that the knowledge/data obtained under this MoU is not passed on or disclosed to any third party.

10. Publications

- 10.1 Publications in the collaborative 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.
- 10.2 Prior publications in collaborative work will be avoided where a patent or patents may possibly be taken.

11. Protection & Disposition of Ownership of Intellectual Property Rights

- 11.1 The ownership of all Background Information and Background Intellectual Property Rights generated by the parties prior to the MoU shall rest with the respective parties. However, parties shall have right to use such Background Information and Background Intellectual Property Rights for the purposes of the R&D work performed under the MoU.
- 11.2 All Foreground Information and Foreground Intellectual Property Rights created during the R&D work performed under the MoU shall be owned jointly by the parties.
- 11.3 Parties to this MoU shall work towards filing of Intellectual Property Rights applications including patent applications on all such innovative/novel ideas which are the outcome of collaborative research covering Foreground Information and share equally the attendant expenditure related to filing, prosecution, grant, maintenance etc. of the same.
- 11.4 In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement.

12. Patent & Patent Infringement

- 12.1 If the know-how developed as a result of a study undertaken under this MoU leads to a patent or patents being taken, the parties hereto shall mutually agree whether or not to apply for a patent/s and if so in which country. Patents

- taken, if any, will be in joint names of the two parties. The cost of taking out a patent shall be borne by both NITH and UHF.
- 12.2 In the event of any claim or action being brought against either party to this MoU alleging infringement of a patent of a third party, the parties hereto shall mutually decide whether to defend the claim or not. The cost of defense against any such claims or action shall be borne by the two parties hereto.
- 12.3 In the event of a patent being filed, out of the research work of a student working at NITH for PG/PhD thesis under the joint supervision of the scientist(s) and faculty member(s) of the UHF, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by NITH and UHF on equal basis.
- 12.4 In the event of a patent being filed out of the collaborative research work between the faculty members of UHF and that of NITH the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by UHF and NITH on equal basis.

13. MoU and its Amendments

- 13.1 This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties.

14. Termination

- 14.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.
- 14.2 However the PG and PhD students admitted under the collaborative research supervision shall continue to be governed by the same terms and conditions till the completion of their degrees in accordance with the Act, Statutes, Academic Regulations and Ordinances of the UHF and the rules and regulations governing the NITH.

15. Force Majeure

- 15.1 Neither party shall be held responsible for non-fulfilment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events, such as, but not limited to, Acts of God, War, Flood

Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

16. Arbitration

16.1 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.

17. Hold Harmless

17.1 Both parties agree to hold each other harmless without any limitations from any claim or damages arising from the performance of work under this agreement.

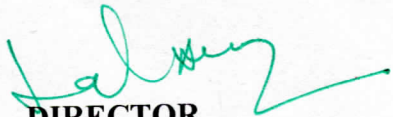
IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 17th day of June year Two Thousand and 21.


Director of Research
Dr. Y.S. Parmar University of
Horticulture & Forestry
Nauni, Solan-173230

DIRECTOR OF RESEARCH
Dr YS Parmar University of Horticulture
and Forestry, Nauni Solan Himachal Pradesh.
Pincode 173 230


17.06.21
Witnesses

Prof. Kamal Sharma
Dean, COHF, Neri


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National Institute of Technology,
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17/06/21
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Prof. Raman Parti
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