



Memorandum of Understanding

This Memorandum of understanding (MoU) is made on this the 7th day of November 2022 at Bangalore.

BY AND BETWEEN

National Institute of Technology, Located at
Plot No. FA7, Zone, P1, GT Karnal Road, Delhi,
110036

hereinafter referred to as the "INSTITUTE" which expression shall, unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors and assigns) OF THE FIRST PART.

AND

Alliance University a duly registered Private University, having its Central campus at Chandapura - Anekal Main Road, Anekal, Bangalore - 562106 (hereinafter referred to as the Institution" which expression shall, unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors and assigns) OF THE SECOND PART. National Institute of Technology and Alliance University shall individually be referred to as the 'Party' and collectively as the 'Parties'.

PREAMBLE

Whereas both the Parties have, under this MoU agreed to collaborate with each other for increased understanding of students about Industry via Student Projects, Research Projects, Recruitment, Internships, Conferences and Industrial Visits / Training.

And whereas both the Parties shall collaborate to set up Center of Excellence (COE) on chosen mutually agreed competencies as and when required and co-develop Technologies / IPs / Tools / Platforms / Research Papers and similar artefacts in the process.

Now, therefore, in consideration of the mutual covenants contained in this MOU, the parties hereby agree as follows:

Terms & Conditions:

1. Nature of Relationship

1.1. This MOU is for collaboration between both parties, for mutual benefit, for the many purposes set out in **Annexure I** to enhance the quality of the educational experience for

students of Alliance University.

1.2. This MOU shall be valid for 2 years from the date of signing and each party shall be at full liberty to terminate the collaboration, with a notice period of 60 days.

1.3. Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

2. Mutual Obligation

2.1 Each party shall respect the other's intellectual property (IP) and shall nonuse any trade name, trademark, symbol, or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative, of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

2.2. Both parties shall maintain confidentiality about any information, discussions, strategies, or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

2.3 The Institution will conduct training, hold student competitions at its discretion to encourage completion of their projects.

2.4 No party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

3. General

3.1 Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party

3.2 Both parties shall not use the name of the other in any advertisement or make any public announcement without prior approval of the other.

3.3 Both the parties agree that NIT Delhi is not obliged on account of this MOU to recruit any fixed number of students from Alliance University

3.4 In no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party.

3.5 The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other AGREEMENTs or collaborations of any kind.

3.6 The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

Annexure I

Purpose/Scope of the Collaboration

Student/Education

- 1) Exchange of scientific and technical information
- 2) Joint supervision of Postgraduate and Ph.D. students
- 3) Undertaking collaborative research activities through participation in the internationally funded projects.
- 4) Jointly organize events such as seminars, workshops, conferences and training programs
- 5) Training/Research Internship of students of both institutions as per the facilities and resources available
- 6) Share faculty expertise to solve research problems resulting in publications, research proposals
- 7) Interaction with subject experts
- 8) Any other objective as agreed upon in writing by both the institutions

MISCELLANEOUS PROVISIONS

1. The Memorandum of understanding (MoU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and collaborative intentions of both Institutes to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor any constraints be imposed by either party upon each other, and nothing in this MOU shall be deemed to create a partnership, joint venture, or agency relationship between the parties.
2. The Memorandum of Understanding or any part thereof may be amended at any time during its tenure only by consent in writing of the parties.
3. The Memorandum of understanding is not intended to create any legal relationship of employer-employee or principal and agent amongst the parties.
4. This Memorandum of Understanding shall remain valid for a period of TWO years from the date of its signing and can be extended on mutual terms and conditions.
5. Through this Memorandum of Understanding both parties affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.
6. This MOU constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This MOU may subsequently be modified only by a written document executed by both parties.

This Memorandum of Understanding shall be governed by, and is to be construed in accordance with, the laws of India and the Courts in Bengaluru shall have exclusive jurisdiction over all disputes arising out of or in relation to this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this MoU in their corporate names by their respective officers, duly authorized, on the respective dates hereinafter mentioned

National Institute of Technology, Delhi

Alliance University
Bangalore

Name : Dr. Ajay K. Sharma

Name : Dr. Nivedita Mishra

Designation : Director

Designation : Registrar

Signature डॉ अजय कुमार शर्मा
Date Dr. Ajay Kumar Sharma
Director/निदेशक
राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
National Institute of Technology Delhi

Signature
Date :

Name of Witness : Dr. HARISH KUMAR

Name of Witness : Dr. Abraham George

Designation : Dean (Academy)

Designation : Professor & HOD

Signature
Date :

Signature
Date : 8/11/2022