

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



DAV University, Jalandhar

AND



National Institute of Technology Delhi
(NIT Delhi)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on 18.03.2023 by and between:

DAV University, Jalandhar (DAVU, Jalandhar, hereafter)

AND

National Institute of Technology Delhi (NIT Delhi, hereafter)

1. OBJECTIVES OF THE MOU

The objectives of this MoU are:

- a. The objective of this co-operation is to foster collaboration and facilitate the advancement of knowledge on the basis of reciprocity, best efforts, mutual benefits and frequent interactions.
- b. DAV University Jalandhar and NIT Delhi agree to explore the possibility of engaging in the following areas of collaboration:
 - Exchange of intellectual know-how and resources.
 - Partnership in innovation and entrepreneurship driven opportunities and resources.
 - Sharing of scientific-technical network and infrastructure resources.
 - Partnership of collaborative consulting and research projects.

2. PROPOSED MODES OF COLLABORATION

DAV University Jalandhar and NIT Delhi propose to collaborate through the following:

- a. Co-operation and promotion of research and education in areas of mutual interests,
- b. Facilitation of joint research programmes/proposals,
- c. Sharing of graduate programmes between the two institutions,
- d. Exchange of academic personnel between DAV University Jalandhar and NIT Delhi, and
- e. Any other appropriate mode of interaction agreed upon between DAV University Jalandhar and NIT Delhi.

Research collaboration between the two institutions will be undertaken with appropriate written agreements when necessary.

3. CONFIDENTIALITY

- a. Individual faculty involved at DAV University Jalandhar and NIT Delhi agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other party.
- b. The above confidential clause under this MoU excludes information/data possessed by either party before entering into this MoU or independently developed and/or information already available through public domain, or information which is required to be disclosed by any law or disclosure of such information is directed by a court, tribunal or any competent authority.



For DAV University Jalandhar



For NIT – Delhi

4. TERM AND TERMINATIONS

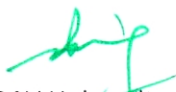
- a. This MoU shall be valid for five (5) years unless extended by mutual consent of both the Parties. A Party willing to extend the MoU shall give a written notice of its intention to extend, at least 60 days prior to the expiry of this MoU, which may be accepted by the other Party within a period of 30 days from the receipt of such notice.
- b. This MoU may be amended or terminated by mutual written agreement of the parties at any time.
- c. Either party shall have the right to terminate this MoU with 60 days prior written notice to other party.
- d. The termination of the MoU whether mutual or unilateral, shall not affect obligations as of the participant under any Research Agreement. Confidentiality clause obligation as referenced in clause 5 shall survive such termination.

5. MISCELLANEOUS

- a. All intellectual properties including any patent, copyright, design, etc. (hereinafter referred to as the "IPs") which are developed jointly or which arise out of activities undertaken jointly by the Parties under this Agreement will be owned on the basis of extent of contribution made by each party (hereinafter referred to as "Joint IPs"). A Party shall own all the rights in the IPs arising solely out of its own activities carried out using its own resources under this Agreement (hereinafter referred to as "Sole Party IPs"). Each Party shall be entitled to file applications for protection of its Sole Party IPs. In respect of joint IPs, applications can be filed for protection by joint consent only, and the expense incurred on patent filing will be borne by both parties.
- b. Sharing of authorship in publications arising out of or in connection with joint activities shall be authored jointly by the Parties in accordance with their respective contributions to the publication. Publications arising out of or in connection with the activities undertaken under this Agreement solely by a Party using its own resources, shall be authored by the said Party. Each Party before publishing its Sole Publication shall provide the other Party a draft of manuscript before submitting for publication and the other Party shall inform within Forty Five (45) days from the date of receipt of the draft, if it wishes to protect any IPs and in case such other Party decides to pursue protection of IPs, the Party proposing publication shall not submit said manuscript for publication, for a further period of three (3) months to allow the other Party to protect its Sole Party IPs. This period may be extended by mutual consent of both the Parties.
- c. The signed MOU signifies only a strong intent and commitment towards the goals specified in the document. Both the institutes will have to follow all the rules/ regulations and obtain appropriate sanctions for implementing all the joint activities.

6. Arbitration

In the event of any dispute/difference between the two parties, such disputes/ differences shall be solved amicably by mutual discussions. In case the dispute/difference is not resolved, the same shall be referred to the arbitration. The arbitrator shall be appointed by the parties. In case of difference of opinion, the sole arbitrator shall be appointed by the arbitrator. The decision of the arbitrator shall be final and binding on both the parties. The Rule of Arbitration & Conciliation Act, 1996, as amended, shall apply.



For DAV University Jalandhar



For NIT – Delhi

7. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version and having equal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year first above written.



Professor Manoj Kumar
Vice Chancellor,
DAV University, Jalandhar



Professor Ajay K. Sharma
Director,
National Institute of Technology Delhi

Date: 18.03.2023

Vice Chancellor
DAV UNIVERSITY
JALANDHAR