

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN



National Institute of Technology Delhi
(NIT Delhi)

AND



Apeejay Stya University
(ASU Gurugram)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on 10-04-2023 by and between:

The National Institute of Technology Delhi
GT Karnal Road 110036, Delhi

AND

Apeejay Styra University based at Sohna with its address as Apeejay Styra University, Sohna - Palwal Road, Sohna -122103, Gurugram, Haryana, India (ASU, Gurugram, hereafter).

WHEREAS:

i) ASU Gurugram is a University Grants Commission (UGC) - recognized university engaged in imparting academic education to students and is established by the Apeejay Styra Education Foundation in the state of Haryana [under Act No. 10 of the Haryana Private Universities (Amendment) Act 2010]. ASU Gurugram is a seat of global learning that offers rich opportunities for innovative teaching-learning, creativity and research across disciplines. It aims to bring about transformation of society through value based education, man-making and nation-building by blending the dual identities of a technology and research-based university with a Liberal Arts institution. ASU offers a wide range of innovative graduate, postgraduate and doctoral programmes across a plethora of disciplines that are based on the best education practices of some of the leading universities of the world.

ii) NIT Delhi is one of the thirtyone NIT s established in year 2010 by an Act of Parliament and has been declared as an Institute of National Importance. NIT Delhi is an autonomous Institute which functions under the aegis of Ministry of Education, Govt of India.

NIT Delhi is a premium public technical Institute located on GT Karnal Road, 110036 Delhi

It offers UG, PG and Phd Programmes.

The Institute is imparting education along with inculcation high moral values in its students.

iii) ASU Gurugram and NIT Delhi are entering into this Memorandum of Understanding for collaborating through the areas of research and exchange programs mentioned in clause 2 below.

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 effort, mutual benefit and frequent interactions.

b. NIT Delhi and ASU Gurugram 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.

1. PROPOSED MODES OF COLLABORATION

NIT Delhi and ASU Gurugram 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 NIT Delhi and ASU Gurugram
- e. Any other appropriate mode of interaction agreed upon between NIT Delhi and ASU Gurugram
- f. Offering joint and/or dual degree programmes

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

1. CONFIDENTIALITY

- a. Individual faculty involved at NIT Delhi and ASU Gurugram 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.

1. TERM AND TERMINATIONS

- a. This MoU shall be valid for five (5) years unless extended by mutual consent of both the Parties, in writing. 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. No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed, unless otherwise agreed to.
- c. Either party shall have the right to terminate this MoU with 60 days prior written notice to other party, in writing. This agreement may also be terminated by mutual written agreement of the parties, at any time.

The termination of the MoU whether mutual or unilateral, shall not affect obligations as of the participant under any Research Agreement which shall separately be executed. Notwithstanding this clause, the parties agree to undertake activities mentioned in clause 2 above, on mutually agreed terms and conditions. This clause and the confidentiality clause obligation as referenced in clause 5 shall survive such termination.

- d. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the term of this MoU.

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

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rules/ regulations and obtain appropriate sanctions for implementing all the joint activities.

1. ASSIGNMENT

Neither party may assign this MoU or any right under this MoU without the prior written consent of the other party.

2. NAME AND LOGO

Neither party shall use, or permit others to use, the other party's name, trademark or logo for any purpose or in any descriptive or promotional literature or communication of any kind without the other's prior written approval.

3. EXCLUSIVITY

The MoU is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this MoU. This MoU is not exclusive.

4. COMPENSATION

This MoU does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties. The collaboration mentioned above is sufficient consideration for the Agreement.

5. REPUTATION


Notwithstanding other clauses in this MoU, the parties will use their best endeavors not to carry out any action that is likely to damage the reputation of the other.


6. DISPUTE RESOLUTION

If any dispute arising out of this MoU, that may be resolved through mutual discussion before the higher officials of both the Institutions. However, any unresolved dispute shall be determined through the Courts of Gurugram, Haryana.

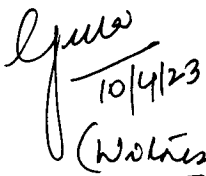
7. SIGNED IN DUPLICATE


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.


10/04/23
Professor Ajay K. Sharma
Director,
National Institute of Technology Delhi


Professor Raj S Dhankar
Vice Chancellor,
Apeejay Stya University
Gurugram

Date.....10th April, 2023


10/4/23
(Witness)
Prof Gula Saha
N.I.T. Delhi


10/4/23
(Witness)
Dr. Varuna Tyagi
Registrar
ASU