



ଓଡ଼ିଶା ओडिशा ODISHA

N 850634

Memorandum of Understanding

between

National Institute of Technology Delhi

and

**Siksha 'O' Anusandhan (Deemed to be University),
Bhubaneswar-751030, Odisha**

1. THE MEMORANDUM OF UNDERSTANDING (MoU)

1.1 THIS Memorandum of Understanding (MoU) made and entered on this 11th day of **October, 2023** between **Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar**, having its registered office at Khandagiri, Jagamara, Bhubaneswar-751030, Odisha, which expression shall wherever the context so admits include its successors and permitted assigns) of the First Party.

&

1.2 **National Institute of Technology Delhi**, having its registered office at Plot No. **FA7, Zone P1, GT Karnal Road, Delhi-110036** herein after called **NIT, Delhi** which expression shall wherever the context so admits include its successors and permitted assigns) of the Second Party.

24447

ce

10 10 25

DISTRICT TREASURY
KHURDA, BHUBANESWAR
30 SEP 2023
ADL. TREASURY OFFICER

904
R.C. SAHOO
STAMP VENDER
BHUBANESWAR

2. PREAMBLE

- 2.1 **WHERE AS, Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar,** is a self-financing technical university located in Khandagiri, Jagamara, Bhubaneswar-751030, Odisha, India. It imparts academic and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences and Humanities for advance learning and dissemination of knowledge gain various disciplines of Engineering, Science and Technology, Management, Law, Medical Science, Dental Science, Agriculture Science, Veterinary Science, Social Sciences and Humanities for advance learning and dissemination of knowledge.
- 2.2 **WHERE AS, NIT, Delhi** is the premier body established in the 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, Government of India. It aims to provide instructions and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences and Humanities for advance learning and dissemination of knowledge.

AND WHERE AS, Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar, being NIRF 15th rank, NAAC (A++) holder and Graded autonomy category-I bracketed premier university of India, aims to provide academic and research facilities. **Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar** intends to collaborate with **NIT, Delhi**.

3. SCOPE OF MoU

- 3.1 Short and Long-term Faculty members/Students Exchange.
- 3.2 Training of students and faculty members will be as per the norms of the respective institutes.
- 3.3 Collaborative research will be carried out under the outreach programme of the respective institutes.
- 3.4 Other mutually agreed educational or research or field programs (biomedical, robotics, AI and ML etc.,) will be formulated by a joint committee from either Party.
- 3.5 Joint project proposals to R&D funding agencies with clear mention of separate budget distribution.
- 3.6 Guidance of Ph.D. Scholars of NIT, Delhi by Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar Faculty members recognized as Co-Supervisors by NIT, Delhi.

- 3.7 Joint organization of International Conference/ Ph.D. Program with clear mention of separate budget distribution.
- 3.8 Joint Publications in Q1 and Q2 rank Journals by NIT, Delhi and Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar Faculty members.
- 3.9 Joint Patents between NIT, Delhi and Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar Faculty/students.
- 3.10 Establishment of Centre of Excellence in collaboration with NIT, Delhi.(Before implementing these activities, the Parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity MoUs based on the mutually agreed objectives and outcomes.)

Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity MoU and to structure its deliverables under the Activity MoU in a way that maximizes the cost and liability efficiencies for Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar.

Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar will define what is Activity MoU: For example, for people called in and out for very specific purpose (talks, committee meetings, assessment reports etc.) will be completely hosted by the hosting University/Institute.

4. FINANCIAL ARRANGEMENTS

- 4.1 Activity agreements shall make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding will be approved by both the institutions.

i) Lump sum

a. Training charges as per norms of both the institutes.

ii) Royalty: The royalty will be on case-to-case basis, if required, for technology transfer.

5. MODALITIES

The MOU shall come into force from date of the signing of the MOU (herein after called the effective date) and shall remain valid for a period of 03 (Three) years thereafter i.e. from **11th October, 2023** to **10th October, 2026**.

6. CALENDAR OF EVENTS

At the start of every year, for which the MoU is valid, a clear active plan may be defined for the whole year.

7. GENERAL PROVISIONS

- 7.1 This MOU shall be the sole repository of the terms and conditions agreed to herein by the between NIT, Delhi and Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar.
- 7.2 Either Party to this MOU shall be entitled to request an amendment or modification to this MOU by submitting it's request in writing to the other Party. If the other Party agrees to amend this MOU, the amendment shall take effect after it is signed by both the Parties.
- 7.3 Prior to the effectiveness of any such amendment, original terms and conditions of this MOU shall remain in full force and shall only be superseded after the signature of the amendment by both the Parties and then only to the extent specifically provided in such amendment.
- 7.4 The Parties may cancel the MOU either wholly or in part by giving three (3) months written notice due to breach of a material conditions which was not cured or was impossible to cure.
- 7.5 If necessary, MOU review process can be done yearly or as per Clause 6.2 the frequency mutually decided.
- 7.6 The Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar will not use the name or logo of NIT, Delhi, nor of any member of program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of NIT, Delhi. NIT, Delhi will not use the name or logo of Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar, or of its any employee of, in any publicity, advertising, or news release without the prior written approval of Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar.
- 7.7 Prevailing Language - English version of this Memorandum of Understanding represents the understanding of both Parties. Any other language version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- 7.8 Non-Binding – This MoU is non-binding and solely for the purpose of establishing a basis upon which the two parties will continue discussions. Either of the parties may at its sole discretion terminate discussions for any reason by giving written notice of

termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this MoU, the Parties may attempt to resolve such dispute through friendly negotiation, or either Party may elect to terminate the MoU pursuant to the previous provision. Upon termination, the Parties will have no further obligations hereunder.

8. MANAGEMENT

- 8.1 An apex body with Director, NIT, Delhi and Vice Chancellor, Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar or its representative as members shall monitor the implementation of this MOU and provide decision on managerial and financial related matters.
- 8.2 Following members will coordinate and implement the MoU for SOA Deemed to be University, Bhubaneswar.
1. Prof. Dhirendranath Thatoi
 2. Dr. Manoj Kumar Nayak
- 8.3 A team appointed by Director, NIT, Delhi and **Vice Chancellor, Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar** shall hold periodic discussions on scientific and technical matters and resolve issues, if any.
- 8.4 Any unresolved issue shall be referred to Apex Body.

9. FORCE MAJEURE

- 9.1 The purpose of this Clause is to establish the consequences of FORCE MAJEURE events preventing either Party from complying with any of its responsibilities under this MOU.
- 9.2 For the purpose of this Article, the term FORCE MAJEURE shall refer to unforeseen and irresistible events extrinsic to this MOU and which are beyond the reasonable control of the Party such as wars, riots, serious floods typhoons and earthquake leading to the damage or destruction of the facilities required for the services. The term shall not include strikes or other events caused by labor disputes, unless such strikes or other events are part of national or regional disputes.
- 9.3 The Party affected by FORCE MAJEURE event shall send notification of this to the other Party without undue delay, and shall send to the other Party by registered / speed post mail within fourteen (14) days, a confirmation certificate issued by the authorities or departments concerned along with a detailed explanation.

- 9.4 During the period of effect of the FORCE MAJEURE event, the execution of any services requirement agreed between the Parties under this MOU shall be suspended without damages for the Party affected by such a FORCE MAJEURE event.
- 9.5 In case of a FORCE MAJEURE event, the Parties agree to do their utmost in order to minimize the negative impact on the other Party of the suspension, and each Party shall do its best to execute the service requirements already initiated.
- 9.6 Shall the FORCE MAJEURE event last for more than two (2) consecutive months, each Party shall have the option of terminating the MOU; the Party wishing to terminate this MOU shall notify the other Party of its intention in writing.

10. ARBITRATION

In case of any disputes or difference arising between the Parties in relation to this MOU, such disputes or differences shall be amicably settled by mutual discussions between the Parties at the level of their respective Executive Directors or such officials so authorized by the Parties. Except as hereinbefore provided, all disputes arising out of or in connection with the MOU shall be referred to Delhi International arbitration Centre, Delhi High Court, New Delhi. Arbitration proceedings shall be conducted in the English Language.

11. CONFIDENTIALITY

- 11.1 Each Party shall have the responsibility to keep confidentiality of the techniques, technical documents and information obtained from the other Party. Both Parties shall not disclose any of them to any third Party unless otherwise explicitly agreed by the Parties.
- 11.2 Neither of the two Parties shall disclose the content of this MOU to any third Party without the written permission of the other Party.

12. ASSIGNMENT

- 12.1 The rights and/or liabilities arising to any Party of this MOU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.
- 12.2 This MOU executed between NIT, Delhi and Siksha 'O' Anusandhan (Deemed to be University), Bhubaneswar, at New Delhi on//. IN WITNESS WHERE OF, the Parties hereto have entered and agreed to this MOU effective at as of the day and year first above written.



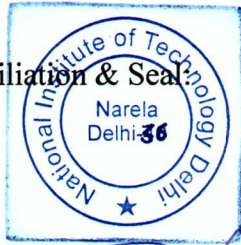
SEAL OF PARTIES

In witness whereof the Parties hereto have signed this MoU on the 11th Day of October, 2023 mentioned herein before:

Signature :

Name: Prof. Ajay Kumar Sharma
Date: 11th October, 2023
Position : **Director, NIT, Delhi**

Affiliation & Seal:



Signature (Witness 1)

Name: *Dr. V.S. Pandey*
Date: *11/10/2023*
Position: *Dean (FW)*

A. Kumar
Signature (Witness 2)

Name: *Harish Kumar*
Date: *11.10.2023*
Position: *Dean (Academic)*

Signature:

Name : Prof. Pradipta Kumar Nanda
Date: 11th October, 2023
Position : **Vice Chancellor,
Siksha 'O' Anusandhan (Deemed to be
University), Bhubaneswar**

Affiliation & Seal:



Signature (Witness 1)

Name: *Shrisendranath Thakoi*
Date: *11/10/2023*
Position: *Add. Dean (Academics), FET
SOA, Deemed to be University.*

Signature (Witness 2)

Name: *Mandj Kumar Nayak*
Date: *11/10/2023*
Position: *Associate Professors,
Dept. of Mechanical Engineering,
FET, ITER, SOA
Deemed to be University.*