



आर्यभट्ट प्रेक्षण विज्ञान शोध संस्थान
Aryabhata Research Institute of Observational Sciences

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL INSTITUTE OF TECHNOLOGY DELHI
AND
ARYABHATTA RESEARCH INSTITUTE OF OBSERVATIONAL SCIENCES**

L.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

L.1.1 Memorandum of Understanding (MoU) is being made and entered into on 19th day of December 2023 between **Aryabhata Research Institute of Observational Sciences** having its registered office located at Manora Peak, Nainital herein after called **ARIES, Nainital**. Wherever the context permits, the expression "Aryabhata Research Institute of Observational Sciences" shall include its successors and permitted assigns, and is referred to as the first party.

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L.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**. Wherever the context permits, the expression " **National Institute of Technology Delhi** " shall include its successors and permitted assigns, and is referred to as the second party.

L.2 PREAMBLE

L.2.1 WHEREAS, Aryabhata Research Institute of Observational Sciences, Nainital is an autonomous institute located in Manora peak, Nainital, India under the Department of Science and Technology (DST), India. ARIES is one of the leading research Institutes that specializes in observational Astronomy and astrophysics and Atmospheric Sciences. The institute also hosts Asia's largest optical telescope (Devasthal Optical telescope; DOT) and International Liquid Mirror Telescope (ILMT).

L.2.2 WHEREAS, 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.

NIT Delhi, India, and ARIES, Nainital, Uttarakhand, India, recognize their strengths in research and education in one or more disciplines of Science, Engineering and their mutual interest in engaging themselves in academic cooperation.

Therefore, NIT Delhi and ARIES agree to establish a programme for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

L.3 FINANCIAL ARRANGEMENTS

L.3.1 Activity agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Joint projects requiring funding must be approved by both institutions.

L.4 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 05 (Five) years thereafter i.e.

from 19th December 2023 to 18th December 2028

L.5 MUTUAL RESPONSIBILITIES

L.5.1 Short and Long-term Faculty members/Students Exchange and exchange information on research and educational programmes.

NIT Delhi and ARIES agree to encourage collaboration between faculty and scientists from the two institutions. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, will be worked out between the concerned faculty member and the institution extending an invitation.

Notwithstanding the above, NIT Delhi and ARIES will examine ways to identify financial resources to fund international travel by their faculty/scientists/students.

L.5.2 Jointly offer M.Tech-PhD dual degree course on Data science in Astronomy by mutual agreement with clear mention of separate budget distribution and responsibilities.

ARIES, Nainital and NIT Delhi mutually agree to jointly offer a Master of Technology-Doctor of Philosophy (M.Tech-PhD) dual degree program in Data Science in Astronomy. The program is designed to equip students with the necessary skills and knowledge to work in the field of Astronomy and Data Science, and to address the growing demand for professionals in this field. As part of this collaborative effort, ARIES and NIT Delhi have agreed on a set of principles to guide student exchange between the two institutions.

- a) NIT Delhi's M.Tech-Ph.D. admission rules and regulations will be followed while selecting the students under Data Science in Astronomy course.
- b) Both NIT Delhi faculty members and ARIES faculty members will be present in the selection process of M.Tech - PhD students.
- c) First-year coursework of M.Tech will happen in NIT Delhi. Second-year coursework of M.Tech will happen in ARIES, Nainital. The first-year fellowship will be borne by NIT Delhi. While the second-year fellowship will be borne by ARIES, Nainital.
- d) The M.Tech is a two-year program that awards an M.Tech degree from NIT Delhi at completion. Students may then opt to continue on to a PhD at ARIES, which offers fellowships. However, PhD degree will also be provided by NIT Delhi.

- e) Faculty members of NIT Delhi can be involved as co-supervisor for the Ph.D. students at ARIES.
- f) ARIES Ph.D. students will follow the NIT Delhi Ph.D. Rules and Regulations for academic related matters.
- g) ARIES Ph.D. students will pay the tuition fee at NIT Delhi.
- h) NIT Delhi will recognize the course work done by students under this program at ARIES for the registration purposes in NIT Delhi.

L.5.3 Other mutually agreed educational, research or field programs will be formulated by a joint committee constituted as per provision L.8.1.

L.5.4 To exchange information on teaching, learning material and other literature relevant to their educational and research programmes

NIT Delhi and ARIES will exchange information on research and educational programmes and teaching/learning material and other literature relevant to their educational and research programmes. Further, NIT Delhi and ARIES agree to explore ways to share teaching/learning material, and other relevant literature, while respecting each other's intellectual property and other rights

L.5.5 Joint project proposals to R&D funding agencies with clear mention of separate budget distribution.

L.5.6 Joint organization of National/International Conference short-term continuing education programmes, seminars, conferences, workshops on topics of mutual interest with clear mention of separate budget distribution.

NIT Delhi and ARIES agree to help identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between the invited faculty member(s) and the institution extending such an invitation.

When a faculty member visits the other institution on invitation or as part of such joint activity, then such a visit will be classified as such and handled as per the rules of the individual institution.

L.5.7 Joint Publications in peer reviewed Journals by NIT Delhi and ARIES Nainital.

L.5.8 Jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein,

L.5.9 To explore possibility to facilitate the Ph.D. registration of ARIES Ph.D. students in NIT Delhi doctoral programme as per NIT Delhi rules and regulations.

(NIT Delhi and ARIES agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.)

L.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.

L.7 GENERAL PROVISIONS

L.7.1 This MOU shall be the sole repository of the terms and conditions agreed to herein by the between NIT, Delhi and **ARIES, Nainital**.

L.7.2 Either Party to this MOU shall be entitled to request an amendment or modification to this MOU by submitting its 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 Parties.

L.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.

L.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.

L.7.5 If necessary, MOU review process can be done yearly or as per the frequency mutually decided.

L.7.6 The **ARIES, Nainital** 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 authorised representative of NIT Delhi. Similarly, NIT Delhi will not use the name or logo of **ARIES, Nainital**, or of its any employee of, in any publicity, advertising, or news release without the prior written approval of **ARIES, Nainital**.

L.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.

L.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.

L.8 MANAGEMENT

L.8.1 Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, an **apex committee**, consisting of (a) Director, NIT Delhi, or his/her nominee, (b) Director, ARIES or his/her nominee, (c) Program coordinator from the side of NIT Delhi, and (d) Programme Coordinator from the side of ARIES, will periodically review and identify ways to strengthen cooperation between the two institutions. They will also monitor the implementation of this MOU and provide suggestions on managerial and financial related matters.

L.8.2 Any unresolved issue shall be referred to apex body.

L.9 FORCE MAJEURE

L.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.

L.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 labour disputes, unless such strikes or other events are part of national or regional disputes.

L.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.

L.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.

L.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.

L.9.6 Should 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.

L.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 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.

L.11 CONFIDENTIALITY

L.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.

L.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.



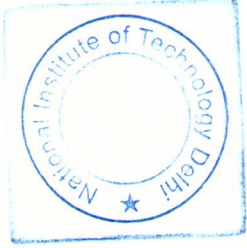
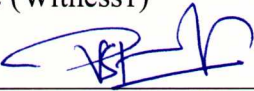



L.12 ASSIGNMENT

L.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.

L.12.2 This MOU executed between **NIT Delhi** and **ARIES Nainital** at New Delhi on 19/12/23 -. 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 day, month and year mentioned herein before:

Signature : 	Signature: 
Name: Prof. Ajay K Sharma Date : 19.12.2023 Position : Director, NIT Delhi Affiliation & Seal: 	Name : Prof. Dipankar Banerjee Date : 19-12-2023 Position : Director, ARIES, Nainital Affiliation & Seal:
Signature (Witness1) 	Signature (Witness 1) 
Name: V. S. Pandey Date: 19/12/2023 Position: Dean (FW)	Name: S. KRISHNA PRASAD Date: 19-12-2023 Position: Scientist-c, ARIES, Nainital.
Signature (Witness2) 	Signature (Witness2) 
Name: HARISH KUMAR Date: 19.12.2023 Position: DEAN (A)	Name: VAIBHAVAN PANT Date: 19-12-2023 Position: Scientist-C, ARIES, Nainital