



HIMACHAL PRADESH TECHNICAL  
UNIVERSITY, HAMIRPUR [HPTU]  
And  
NATIONAL INSTITUTE OF  
TECHNOLOGY (NIT), HAMIRPUR.



**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter) referred to as "MoU" is entered into at Hamirpur (Himachal Pradesh), on 18/11/2020

**BETWEEN**

**Himachal Pradesh Technical University** the **First Party** represented herein by its **Registrar, HPTU, Hamirpur** (hereinafter referred to as '**First Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns).

**AND**

**The National Institute of Technology (NIT) Hamirpur** and represented herein by **Registrar, NIT, Hamirpur** (hereinafter referred to as "**Second Party**", **Higher Technical Educational Institute of National Importance** which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns).

(**First Party** and **Second Party** are hereinafter jointly referred to as 'Parties' and individually as 'Party').

**WHEREAS:**

- A) First Party is a Higher Educational Institute named as Himachal Pradesh Technical University.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Trainings, Faculty Development Programs, Educational activities and Collaborative Research, Joint mentorship/supervision of UG/PG/Ph.D. students, also use of laboratories/equipments for research purpose at HPTU/ NIT, Hamirpur.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E) NIT Hamirpur, the Second Party is engaged in Technical based Skill Development, Education and Research in the fields of Engineering, Technology and related fields.

  
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- F) NIT Hamirpur, the Second Party is an Institute of National Importance under Ministry of Education, GoI; Address: NIT Hamirpur, Hamirpur.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **CLAUSE 1: CO-COOPERATION**

- 1.1 Both Parties are united by common interests and objectives and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The co-operation will facilitate effective utilization of the intellectual capabilities of the faculty/Staff of Second Party providing significant inputs to the faculty/Staff of First Party in developing suitable Teaching/Training/Research systems, keeping in mind the needs of the Academia/industry with international standards. The Faculty /staff members of both the parties will be available for providing significant inputs as per their availability in the best academic interest of both the parties.
- 1.3 The general terms of co-operation shall govern this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably by practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2: SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** First and Second Party will give valuable inputs to the each other in teaching/training/research methodology and suitably customize the curriculum/FDPs so that the students/Faculty fit into the industrial scenario meaningfully. NITH will extend the help as 2<sup>nd</sup> party which would likely be required by the HPTU on the proposed matter on chargeable basis as per host institute rules, (which are mutually agreeable or will be prevailing at the time of proposed activity).
- 2.3 **Workshops/Conferences/Faculty Development Programs/STCs/Expert Lectures etc:** Workshops/Conferences/Seminars/STCs/FDPs/Expert Lectures in both online and/or offline mode would be organised jointly. The host institutions will contribute/raise resources for the said program. In case funds are available with HPTU or NIT Hamirpur,



then joint programs may also be conducted as per provisions allowed by the funding agency at the time of conducting of programs.

- 2.4 **Placement of Students:** The 2<sup>nd</sup> party (NIT, Hamirpur) agreed to provide infrastructure support for placement activity to 1<sup>st</sup> party.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities for the Students and Faculty members as per following details:
- a. Both parties will support joint supervision of UG/PG and PhD students in the area of common interests/multidisciplinary topics, etc. Such students can use facilities of both the institutions without paying any fee and they would be able to use research facilities and library of the institutes. The joint supervision activity will continue till the completion the program of the students irrespective of the validity of the MOU. In case the hostel facility is required, it may be provided on payment basis, if available.
  - b. PG/PhD students of 1st party can only be considered for research activities at NITH (2nd party) if the part time tuition fee is paid by the students for the particular semester, if there is no Joint Supervisor from NITH. If the student does not wish to pay the tuition fee, he/she may use the testing facilities in the laboratories on payment basis. Further, in case of hostel facility is required, it may be provided on payment basis, if available.
- 2.6 **Skill Development Programmes:** First and Second Party have agreed to train the students of their respective institutes on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Both Parties have agreed to obtain all internal approvals, consents, permissions, of whatsoever nature required for offering the programs on the prevailing terms and conditions.

### **CLAUSE 3: INTELLECTUAL PROPERTY**

- 3.1 Both the parties shall have joint right to determine the ownership of any intellectual property, commercial exploitation and disposition of such Intellectual property and both parties shall make joint application for the registration of same.

### **CLAUSE 4: VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period NIT, Hamirpur the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of the Second Party or the First Party after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MoU. The Validity of the MOU may however be for three years.

4.2 Both Parties may terminate this MoU upon 30 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligations.

### CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent parties, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

### CLAUSE 6: MISCELLANEOUS

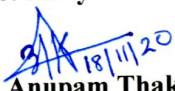
6.1 There will be no financial commitment on both the Parties to take up any specific program mentioned in the MoU, if there is any financial consideration it will be dealt separately.

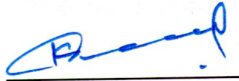
6.2 Both the Parties agree to undertake any activity not specified in the MoU through Mutual agreement from time to time on case to case basis.


Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by mutually.

#### AGREED:

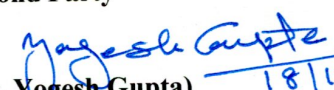
For Himachal Pradesh Technical University  
Hamirpur  
**First Party**


  
**Sh. Anupam Thakur, HAS,**  
Registrar  
Himachal Pradesh Technical University  
Hamirpur

Witness 1   
Prof. Kulbhusan Chandel

Witness 2   
Dr. Dhirendra Sharma  
Dean EGG & Tech.

National Institute of Technology, Hamirpur  
Hamirpur  
**Second Party**

  
**(Dr. Yogesh Gupta)**  
Registrar  
NIT, Hamirpur

Witness 1   
18/11/2020

Witness 2   
18/11/2020