

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on 4th DAY of February Two Thousand and Twenty one (04/02/2021), by and between **Government Polytechnic Lahaul & Spiti at Udaipur Camp at Sundernagar, Distt. Mandi HP**, the first Party represented herein by **Principal**, (hereinafter referred 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

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR, The Second Party and represented herein by the Director (hereinafter referred to as "Second Party", organization 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:

First Party is a Technical Educational Institution of Govt. of Himachal Pradesh named: **Govt. Polytechnic Lahaul & Spiti at Udaipur Camp at Sundernagar, Distt. Mandi HP**

- A) **NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (NITH)**, is the institute of National Importance under Govt. of India in imparting high quality technical education.
- 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 intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, in emerging areas of engineering / technology, education.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1
CO-OPERATION

- 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 respective Institutions. 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 Co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the faculty expertise of both Parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/ global scenario.

CLAUSE 2
SCOPE OF THE MoU

The budding diploma graduates from the first party could play a key role in technological up-gradation, innovation and competitiveness of an industry / organization. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge and employability.

- 2.1 **Students Training &Field Visits:** The Second Party to permit the Faculty and Students of the First Party to visit its campus and would accommodate students in Training Programs for the First Party in such a number that second party deems convenient. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Project Sites for the hands-on training of the learners enrolled with the First Party.
- 2.2 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.3 **Curriculum Design:** Second Party will give valuable inputs on mutually agreed terms, to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.4 **Guest / Expert Lectures:** Second Party to extend the necessary support to deliver guest lecturers/ organization of joint conferences and seminars to the students and faculty of the First Party on the technology trends. First Party to provide all logistic support to members of Second Party.
- 2.5 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the requirement of industries. First Party to provide all logistic support to members of Second Party.

- 2.6 Placement of Trained Students:** Second Party will provide infrastructure support for placement and related activity of the students of the First Party as per the guidelines.
- 2.7 Sharing of Facilities:** The First party and the Second party shall provide access to their facilities (which are permissible under norms) such as Laboratories, Library, Software etc. to promote academic interaction.
- 2.8 Stipend:** The first Party and second Party can provide stipend to the students undergoing training as per norms of respective institution/Govt.
- 2.9** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.
- 2.10** There is no financial commitment on the part of both the parties to take any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately as per prevailing norms. Each Party shall bear the respective costs of carrying out the obligations under this MoU.

CLAUSE 3 VALIDITY

- 3.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of both the Parties 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.
- 3.2** 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 4 CONFIDENTIALITY

- 4.1** Both Parties agree to hold in confidence all information/ data as being confidential and will not disclose the same to the third party without written consent of each other.
- 4.2** The above confidential clause under MoU excludes the information/ data possessed by both the Parties before entering into this MoU or independently developed and /or information already available through public domain.

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.


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


AGREED:

For **Government Polytechnic Lahaul & Spiti**
At Udaipur , Camp at Sundernagar,
Distt. Mandi HP-175018



Authorized Signatory

Witness1: 

Witness3: 


For **National Institute of Technology**
Hamirpur HP 177005

Authorized Signatory

Witness2: 
4.2.2021

Witness4: 
4/2/21