

**Memorandum of Understanding between National Institute of Technology Delhi and
KIET Group of Institutions, Delhi-NCR, Ghaziabad**

L.1 THE MEMORANDUM OF UNDERSTANDING

L.1.1 This Memorandum of Understanding (**MoU**) made and entered on this **08th** day of **August, 2023** between **KIET GROUP OF INSTITUTIONS, DELHI-NCR, GHAZIABAD**, having its registered office at Delhi-NCR, Ghaziabad-Meerut Road, Ghaziabad-201206, Dr. A Garg, Director, KIET, (hereinafter called **KIET** which expression shall wherever the context so admits include its successors and permitted assigns) of the first Party.

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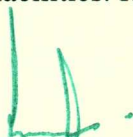
L.1.2 National Institute of Technology Delhi, having its registered office at Plot No. FA7, Zone P1, GT Karnal Road, Delhi-110036 herein after called **NIT Delhi** which expression shall wherever the context so admits include its successors and permitted assigns) of the second Party.

L.2 PREAMBLE

L.2.1 WHEREAS, KIET is recognized as one of the best engineering colleges in Delhi-NCR founded by the members of the Krishna Charitable Society in 1998. 1998 with a modest number of 180 students. KIET Group of Institutions has now become a pioneer in the technical education domain with a strength of 6800+ students. With a rich alumni base of 19000 + students spread in all the nooks and corners of the world, KIET Group of Institutions is moving efficiently towards its vision of shaping young minds with skill-oriented & value-based education as these alumni serve the dual purpose of mentoring the present students, as well as opening new doors for them.

L.2.2 WHEREAS, NIT Delhi is the premier Institution 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 WHEREAS, KIET being the best engineering colleges in Delhi-NCR to provide Research facilities. KIET intends to collaborate with **NIT Delhi**.



L.3 SCOPE OF MoU

L.4 FINANCIAL ARRANGEMENTS

L.4.1 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. Projects requiring funding must be approved by both institutions.

i) Lump sum

a. Training charges as per norms of both institutes.

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

L.5 MODALITIES

L.5.1 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 years thereafter i.e. from 08.08.2023 to 07.08.2026.

L.6 MUTUAL RESPONSIBILITIES

L.6.1 Short and Long-term Faculty members/Students Exchange.

L.6.2 Training of students and faculty members will be as per the norms of the respective institutes.

L.6.3 Collaborative research will be carried out under the outreach programme of the respective institutes.

L.6.4 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.

L.6.5 Joint project proposals to R&D funding agencies with clear mention of separate budget distribution.

L.6.6 Guidance of Ph.D. Scholars of NIT Delhi by KIET Faculty members recognized as Co-Supervisors by NIT Delhi.

L.6.7 Non-Ph.D. KIET Faculty Members shall take admission in Ph.D. at NIT Delhi, with KIET Faculty members recognized as Co-Supervisor.

L.6.8 Joint organization of International Conference/ Ph.D Program with clear mention of separate budget distribution.

L.6.9 Joint Publications in Q1 and Q2 rank Journals by NIT Delhi and KIET Faculty members.



L.6.10 Joint Patents between NIT Delhi and KIET Faculty/students.

L.6.11 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 agreements based on the mutually agreed objectives and outcomes.)

KIET Responsibility

KIET reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for KIET.

We @ KIET will define what is Activity Agreement: Like 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 Univ./Inst.etc.

L.7CALENDAR OF EVENTS: At the start of every year, for which the MoU is valid, a clear active plan may be defined for whole year.

L.8 GENERAL PROVISIONS

L.8.1 This MoU shall be the sole repository of the terms and conditions agreed to herein by the between NIT Delhi and KIET.

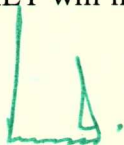
L.8.2 Either Party to this MoU shall be entitled to request an amendment or modification to this MoU by submitting its request in writing to the other Party. If the other Party agrees to amend this MoU, the amendment shall take effect after it is signed by both Parties.

L.8.3 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.8.4 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.8.5 If necessary, MoU review process can be done yearly or as per 6.2 the frequency mutually decided.

L.8.6 The KIET 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 will not use the name or logo of KIET, or of its any employee of, in any publicity, advertising, or news release without the prior written approval of KIET.

L.8.7Prevailing 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.8.8Non-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 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.9 MANAGEMENT

L.9.1 An apex body with **Director, NIT Delhi** and **Director, KIET** or its representative as members shall monitor the implementation of this MoU and provide decision on managerial and financial related matters.

L.9.2 A team appointed by **Director, NIT Delhi** and **Director, KIET** shall hold periodic discussions on scientific and technical matters and resolve issues, if any.

L.9.3 Any unresolved issue shall be referred to apex body.

L.10 FORCE MAJEURE

L.10.1 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.10.2 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.10.3 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.10.4 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.10.5 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.10.6 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.11 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.

L.12 CONFIDENTIALITY

L.12.1 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.12.2 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.13 ASSIGNMENT

L.13.1 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

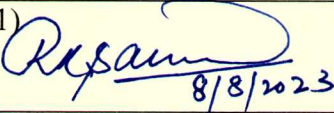
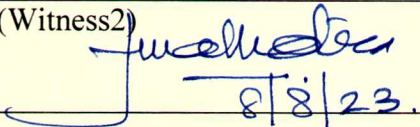
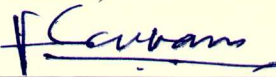


may be mutually agreed upon.

L.13.2 This MoU executed between NIT Delhi and **KIET** at New Delhi on **08.08.2023**. 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 : 08.08.2023 Position : Director, NIT Delhi  डॉ अजय कुमार शर्मा Dr. Ajay Kumar Sharma Director/निदेशक राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली National Institute of Technology Delhi	Name : Dr A Garg Date : 08.08.2023 Position : Director, KIET Director KIET Group of Institutions Ghaziabad 
Signature (Witness1) 	Signature (Witness 1) 
Name: Ravinder Kumar Date: 08 Aug 2023 Position: Registrar	Name: Dr ANIL AHLAWAT Date: 08 AUG 23 Position: Dean Academics
Signature (Witness2) 	Signature (Witness2) 
Name: Date: Position:	Name: Dr. V Uthay Kr. Sarav Date: 8/8/2023 Position: Dean (R&D)