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Seller / First Party Detail

Name: Vice chancellor gjust

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Hisar

District : Hisar

State : Haryana

Phone: 94*****83



Buyer / Second Party Detail

Name : Nit delhi

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village: Delhi

District : Delhi

State : Delhi

Phone : 94*****83

Purpose : AGREEMENT

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY, HISAR
AND**

NATIONAL INSTITUTE OF TECHNOLOGY (NIT) DELHI

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on **Eight, Day of July Two Thousand Twenty four (08/07/2024)**, by and between **Guru Jambheshwar University of Science & Technology, Hisar (GJUST)**, the first party represented herein by its Vice Chancellor, **Prof. Narsi Ram Bishnoi** (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 (NIT) Delhi, Dr. Manoj Kumar**, Professor & Dean (Faculty Welfare), NIT, Delhi (herein referred to as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assign). (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

Manoj Kumar

8/7/24

Whereas:

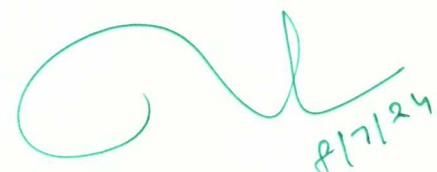
- A) First Party is a Higher educational Institution named:
GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY, HISAR
- B) Second Party is a Higher educational Institution named:
NATIONAL INSTITUTE OF TECHNOLOGY (NIT) DELHI
- C) First Party and Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- D) The Parties intend to cooperate and focus their efforts on cooperation within the area of skill-Based training, Education, and Research.
- E) Both Parties, being legal entities in themselves, desire to sign this MoU to advance their mutual interests.
- F) Recognizing the mutual interest in the Field of research, development, education, training, transfer technology and dissemination of knowledge on long term on Academic benefits. Recognizing the importance of institutes of higher educations in promotion methods and techniques for science and technology and engineering international collaboration and increased contribution of Research and development.
- G) Here by, agree to establish collaboration according to terms and conditions set out in the article following here under for holistic sustainable development. The words 'the two institutions' in the MoU refer to the GJUS&T, Hisar and Director, NIT Delhi.

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

Co-operation between the two institutions may be established within any field related to science, Engineering and technology of mutual interest and in particular-

- Joint research activities, including joint research project, in field related interest i.e skill development.
- Cooperate in the exchange of information relating to the activities in research fields of mutual interests
- Promote appropriate joint research projects, joint consultancy, with particular emphasis on national and internationally funded projects
- Organization of joint symposia, workshops, lecture, training programs and conferences. Extension to other areas will be made through further amendments to the present MoU.
- Promote expert lectures by faculty members for B.Tech/M.Tech/Ph.D students of both Institutes;
- Joint supervision of post graduate and Ph.D. students;
- Sharing of infrastructure facilities (during free slots) for faculties and students of both Institutes;
- Conduct joint conferences/ short term courses/ workshop/ seminar on topic of mutual interest, as mutually agreed in writing between the parties prior to commencement of the activity;

Mamoj kumar ✓


8/7/24

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interest and objectives, and they shall establish channels of communication and cooperation 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 First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of First party/ Second Party.
- 1.3 The general terms of cooperation shall be governed by this MoU. The parties shall cooperate with each other and shall, as promptly as is reasonably 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, 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.

1.4 RESPONSIBILITIES OF GJUST AND NATIONAL INSTITUTE OF TECHNOLOGY (NIT) DELHI

- 1.5 GJUST, Hisar shall recognize NIT Delhi, ~~Hisar~~ as an academic and research centre at par with the academic departments of GJUST, Hisar and faculty of NIT Delhi, ~~Hisar~~ at par with faculty of GJUST, Hisar for academic and research work and vice versa. *My*
- 1.6 Both the collaborating universities will provide opportunity to PG students to conduct research in their laboratories. Time spent at GJUST, Hisar and NIT Delhi, by the Ph.D. students shall be counted for the purpose of determining residential requirement of GJUST/ NIT Delhi, ~~Hisar~~ NIT Delhi students will be required to nominate a faculty member of GJUST, Hisar as Co-Major Advisor and GJUST students will be required to nominate a faculty member of NIT Delhi as Co-Supervisor. In addition, they will be required to complete PhD course work/Pre-PhD prescribed by GJUST, Hisar and NIT Delhi.
- 1.7 The student shall submit a copy of his/her thesis to the / GJUST and NIT Delhi Library.
- 1.9 The student shall be required to submit 'No Dues Certificate' from the Co-Major Advisor/Co-Supervisor before the University allows submission of thesis.
- 1.10 GJUST, Hisar and NIT , Delhi shall allow the library and other facilities to be used by faculty of collaborating university for academic activities by following University rules.
- 1.11 Post-graduate degree will be awarded by GJUST and NIT Delhi as per its own rules/ regulations.
- 1.12 GJUST/ NIT Delhi shall allow its infrastructure and facilities to be used by the students registered for PG student in GJUST and NIT Delhi for his/her research activities, wherever faculty member of collaborating university/ Institute is on the Advisory Committee of PG student.
- 1.13 GJUST and NIT Delhi shall provide training/project work to post graduate students of Masters' and Ph.D students (maximum twenty students in one academic session and maximum of two students for one faculty member) of GJUST and NIT Delhi depending upon the available facilities.

Manoj Kumar

[Signature]
8/7/24

- 1.14 The students will be allowed to utilize the scientific material and physical facilities of each other university with the approval of the Head of the concerned department and it will not hinder the normal working/functioning of the university.
- 1.15 Both GJUST, Hisar and NIT Delhi shall ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.

CLAUSE 2 INTELLECTUAL PROPERTY

Intellectual property, research publications and benefits arising out of commercialization of technologies generated out of co-operation under this agreement shall be jointly owned by, GJUST, Hisar and NIT Delhi, ~~Hisar~~ or as per guidelines of the funding agency on mutually agreeable terms.

CLAUSE 3 RELATIONSHIP BETWEEN THE PARTIES

- 3.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent entities, 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 to 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's credit, or to extend credit on behalf of the other Party.

- 3.2 **Settlement of Disputes-** The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this MoU.

Where a dispute has not been amicably resolved, the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both parties.

When mediation fails, the parties shall settle the dispute through arbitration; such arbitration shall be conducted under the amended rules of the Arbitration and Conciliation Act as amended up to date. The award of arbitration shall be final and binding upon both the parties. The venue of arbitration shall be at Hisar, and the arbitration proceeding shall be governed by the amended Arbitration and Conciliation Act as amended up to date. The High Court of Punjab and Haryana Chandigarh and the court subordinate to it in Haryana shall have exclusive jurisdiction concerning this MoU, including any matter arising out of the arbitration proceeding or any award therein.

- 3.3 **Force Majeure** – Either party shall promptly notify the other party, in writing, of any page 4 of 7 or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or any part of the parties' obligation under the contract impossible. Upon notification of the occurrence of such a situation or even, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure, and a reasonable period not exceeding one week thereafter shall be allowed for remobilization to continue the performance of the contract.
- 3.4 **Implementation** – All laws, rules, and regulations issued by the parties shall be strictly observed at all times.

Mamoj Kumar

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CLAUSE 4 TERMINATION OF AGREEMENT

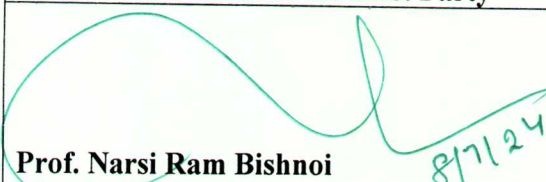
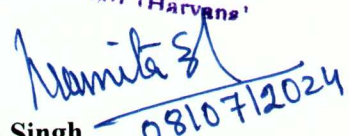
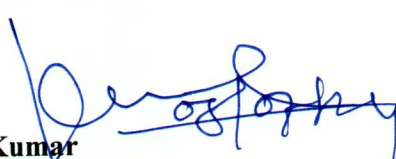
The MOU shall be effective from the date of its signing by both the parties and shall remain in operation until either Party serves notice to the other for its intention to terminate it. In such events, the MOU shall stand terminated at the end of three calendar month from the date of issue of such notice. In case both the Parties agree to terminate the MOU, the on-going thesis or research work shall be allowed to be completed.

CLAUSE 5 AMENDMENTS TO THE AGREEMENT

The Parties to this MOU may, by mutual consent, add, modify, amend or delete any word, phrase, sentence or article in this MOU at any time during the operation of MOU.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU on **July 08, 2014**, and represent that they approve, accept and agree to terms contained herein.

Name and Address of the First Party	Name and Address of the Second Party
 Prof. Narsi Ram Bishnoi Vice Chancellor, Guru Jambheshwar University of Science & Technology, Hisar	 Dr. Manoj Kumar Professor & Dean (Faculty Welfare) NIT, Delhi
Witness 1  Prof. Vinod Chhokar Registrar, Guru Jambheshwar University of Science & Technology, Hisar	Witness 1  Dr. Geeta Sikka Professor & Dean (Academic) NIT, Delhi
Witness 2  Prof. Namita Singh Dean International Affairs Guru Jambheshwar University of Science & Technology, Hisar	Witness 2  Dr. Kapil Kumar Assistant Professor & Head (Civil Engg. Deptt.) NIT, Delhi

