



## MEMORANDUM OF UNDERSTANDING

between

**NATIONAL INSTITUTE OF TECHNOLOGY, UTTARAKHAND (NITUK)**

and

**JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY, NOIDA (JIIT NOIDA)**

### 1. PREAMBLE:

This Memorandum of Understanding (hereinafter referred to as "MoU") is drawn up and agreed upon to establish the initial framework for cooperation between **NATIONAL INSTITUTE OF TECHNOLOGY UTTARAKHAND, SRINAGAR (GARHWAL)** and **JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY, NOIDA**

**National Institute of Technology Uttarakhand**, an institute of national importance is established in 2009 under the Act of Parliament by Ministry of Human Resource Development and is one among the 31 National Institutes of Technologies in the country. The Institute offers full time B. Tech. and M. Tech. Programmes in 05 different Engineering disciplines as well as Ph.D. programme in all Engineering, Sciences and Humanities disciplines.

**National Institute of Technology, Uttarakhand** (herein after referred to as "NITUK", which expressions shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns) has authorized **Prof. Lalit Kumar Awasthi, Director, NITUK** to enter into this MoU as the **FIRST PARTY**.

**Jaypee Institute of Information Technology, NOIDA** was established in the year 2001 and has been declared as a "Deemed to be University" under Section 3 of UGC Act 1956 in the year 2004. Institute offers Bachelor, Master and Ph.D. degree in Engineering, Science and inter-disciplinary disciplines. The institute also offers BBA & MBA programs under its constituent Jaypee Business School (JBS) which offers specialization in various major and minor subjects like digital marketing, business analytics etc.

**Jaypee Institute of Information Technology, NOIDA** is herein after referred to as "JIIT NOIDA" which expressions shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns. JIIT NOIDA's state-of-the-art, environmentally conditioned campus comprises smart buildings with Wi-Fi connectivity covering the Academic Block, Business School cum Research Block, Faculty Residences, Student Hostels and Annapurna. Well-equipped modern laboratories and an intellectually



stocked Learning Resource Centre with books and E-Resources provide a pleasant and stimulating ambience.

JIIT NOIDA authorizes **Prof. Bodh Raj Mehta, Vice Chancellor, JIIT NOIDA** to enter into this MoU as the **SECOND PARTY**.

**"NITUK"** and **"JIIT NOIDA"** are hereinafter, wherever the context so admits, collectively referred to as the **"Parties"** and individually as a **"Party"**.

**NITUK** and **JIIT NOIDA** have agreed for institutional collaboration in academics and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two Institutions by carrying out joint academic and research programmes/activities, joint supervision of students, joint sponsored research projects, joint publications on reciprocal basis. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

## **2. SCOPE OF MoU:**

The following areas of cooperation have been identified under this MoU.

**2.1 Joint Research Projects:** Both the parties will explore opportunities of undertaking joint research projects including co-author publications, and may seek research funding from external funding agencies. Each such research proposal shall require approval of the respective Institutions.

**2.2 Joint Research Guidance for Ph.D/PG/UG Students:** The faculty members of NITUK and JIIT NOIDA will explore opportunities for the joint research guidance to the Ph.D/PG/UG students. Each joint Ph.D/PG/UG guidance proposal shall require the approval of the respective Institutions.

**2.3 Joint conduction of academic activities and events:** NITUK and JIIT NOIDA may organize joint academic activities such as short-term course, seminars, workshops, conferences, expert lecture, faculty development programme, extracurricular activities etc. based on mutual interests.

**2.4 Utilization of Research/Characterization facilities:** Research/Characterization facilities of partner institute (party) may be utilized on collaborative basis.

**2.5** JIIT NOIDA and NITUK shall endeavor to facilitate Internships for students and other similar activities for academic enhancement.

**2.6** JIIT NOIDA and NITUK shall collaborate on any other activity that is mutually agreed upon and is beneficial to both parties.

## **3. MISCELLANEOUS:**

**3.1** Both parties shall endeavor to, as much as possible make available such facilities that will enable the faculty to obtain experience and training in respective departments/centres and Institutes.



**3.2** Both parties shall share the infrastructure facilities like guest house, complexes, seminar halls, etc. available with either party with the permission of the competent authority.

**3.3** Defining new areas of collaboration that have not been foreseen, but can be beneficial to the parties.

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexures to this MoU.

#### **4. NON-DISCRIMINATION:**

NITUK and IIIT NOIDA agree not to discriminate against any person because of age, gender, nationality, race, ancestry, color, religious creed, disability or handicap, and sexual orientation. Neither Institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

#### **5. CONFIDENTIALITY:**

**5.1** The Parties agree that all information or discussion relating to this Memorandum of Agreement, the fields of research or to the business affairs of the other Party which are of a confidential nature or which ought reasonably to be considered confidential ("Confidential Information"), shall not be disclosed by a Party to any third Party without the prior written consent of the other Party.

**5.2** Neither Party shall disclose or use any Confidential Information without the other Party's prior written permission. These obligations of confidentiality and non-use shall not apply to any information: (i) that it was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; (ii) that lawfully enters the public domain; (iii) that was independently developed by the receiving Party; or (iv) which is required to be disclosed by law.

**5.3** Both the Parties must ensure that their respective agents, employees and research partners who receive, or may receive, Confidential Information, are aware of; and are bound by these confidentiality provisions.

#### **6. CODE OF CONDUCT:**

Visiting student and faculty will abide by the codes of conduct of the host Institution/University.

#### **7. INTELLECTUAL PROPERTY:**

Each Institution/University will adhere to the intellectual property laws of its institute/University. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host Institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

Both the parties shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of



Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

#### **8. COORDINATION:**

NITUK nominates the Dean(R&C), and IIIT NOIDA nominates Dean (A&R II) as the coordinator(s) for operating the various provisions of this MoU on behalf of their respective institute/university. All formal communication will be exchanged only through these nominated representatives. The participants and coordinators may change from time to time as decided by appropriate authority of the respective Institutions/ University.

#### **9. LEGAL STATUS:**

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. In the event of any dispute shall be resolved amicably by mutual discussion by the Head of both the Institutions. All such decisions shall be taken into account the status of students working and/or research projects under this arrangement and the interest of such students/projects shall be guarded as much as possible.

#### **10. DURATION, AMENDMENT AND TERMINATION:**

**10.1** The MoU remains in place for a period of five years (05) from the date of signing of the agreement and may be renewed by mutual consent of both the parties expressed in writing.

**10.2** The terms of MoU may be modified/ amended at any time subject to mutual written agreement. Such modification/ change shall be effective from the date on which both the parties execute them in writing. The MoU be terminated by either party by giving three months advance notice in writing to the other Party.

**10.3** The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration, unless otherwise agreed upon between the Parties. In such case, both the parties shall ensure that the interest of students/ projects under this MoU are safe guarded to the extent possible. However, specific commitments made prior to such intimation shall be honored by both the partners including ensuring that any student at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.

  
Dean Research & Consultancy  
National Institute of Technology, Uttarakhand

  
Aseem

Now based on the aforementioned promise(s) the parties put their signatures on this MoU on date ..... Oct 18, 2023

Signature: 

Date: 18/10/23

Prof. Lalit Kumar Awasthi

Director

(प्रो० ललित कुमार अवस्थी)  
Prof. Lalit Kumar Awasthi  
National Institute of Technology Uttarakhand  
Srinagar (Garhwal) 240914, Uttarakhand  
राष्ट्रीय प्रौद्योगिकी संस्थान उत्तराखण्ड/NIT Uttarakhand

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dean.rnc@nituk.ac.in

Signature: 

Date: 18/10/23

Prof. Bodh Raj Mehta


Vice Chancellor

Jaypee Institute of Information Technology,  
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Witness 1

Name:

  
(Dr. Sanjay Aggarwal)  
Dean (R&C),

Witness 2

Name:

  
(Vikas Kulkarni)

Witness 1

Name:

  
18/10/23

Witness 2

Name:

  
Vikas  
18/10/2023