

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



Gurugram University, Gurugram (Haryana)

AND



**Indian Institute of Technology, Mandi
(IIT Mandi)**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on May 17, 2024 by and between:

Gurugram University, Gurugram, Mayfield Garden, Sector-51 Gurugram-122008, Haryana (hereafter)

AND

Indian Institute of Technology Mandi (IIT Mandi, hereafter)

1. OBJECTIVES OF THE MOU

The objectives of this MoU are:

- a. To foster collaboration and facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.
- b. To explore possibility of engaging in the following areas of collaboration but not limited to:
 - Exchange of intellectual know-how and resources between the institutes.
 - Partnership in innovation and entrepreneurship-driven opportunities and resources.
 - Sharing of scientific-technical network, R&D infrastructure and resources.
 - Partnership of collaborative consultancy and sponsored projects.

2. PROPOSED MODES OF COLLABORATION

Gurugram University, Gurugram (Haryana) and IIT Mandi propose to collaborate through the:

- a. Co-operation and promotion of teaching and research in areas of mutual interests.
- b. Facilitation of joint R&D proposals to various national and international funding agencies.
- c. Sharing of graduate programmes, know-how and resources.
- d. Exchange visits of faculty and staff for the purpose of research, teaching and administration with prior approval from both the institutions.
- e. Research collaboration for joint degree programmes in the areas of mutual interests as per the prevailing norms of both the institutes.
- f. Utilization of research facilities at special usage charges as agreed by both the parties.
- g. Training of students on facilities at both institutes subject to availability of resources.
- h. Permissible exchange of scientific information and library resources for academic purposes.
- i. Organization of joint events such as seminars, workshops, conferences, trainings, etc.
- j. Exchange of students for one or more semesters for course work and projects with the possibility of transfer of credits as per the norms of the institutions.
- k. Any other appropriate mode of interaction / collaboration agreed upon between Gurugram University, Gurugram (Haryana) and IIT Mandi, and will be undertaken with appropriate written agreements when necessary.

3. CONFIDENTIALITY

- a. Individual faculty involved at Gurugram University, Gurugram (Haryana) and IIT Mandi agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other party.



- b. The above confidential clause under this MoU excludes information/data possessed by either party before entering into this MoU or independently developed and/or information already available through the public domain or information which is required to be disclosed by any law or disclosure of such information is directed by a court, tribunal or any competent authority.

4. TERMS AND EXIT CLAUSE

- a. This MoU is open ended unless terminated by mutual consent of both the Parties. A party willing to terminate the MoU shall give a written notice of its intention to terminate, at least 90 days prior to the proposed date of termination of this MoU, which may be accepted by the other party within a period of 89 days from the receipt of such notice.
- b. Either party shall have the right to terminate this MoU with 90 days written notice to the other party.
- c. This MoU may be amended in the best interest of collaborating partners by mutual written agreement of the parties at any time.
- d. The termination of the MoU whether mutual or unilateral, shall not affect obligations as of the participant of any ongoing activity.
- e. In case of termination, the confidentiality clause obligation shall survive such termination in all possible circumstances.

5. MISCELLANEOUS

- a. All intellectual properties including any patent, copyright, design, etc. (hereinafter referred to as the "IPs") which are developed jointly or which arise out of activities undertaken jointly by the Parties under this Agreement will be owned on the basis of the extent of contribution made by each party (hereinafter referred to as "Joint IPs"). A Party shall own all the rights in the IPs arising solely out of its own activities carried out using its own resources under this Agreement (hereinafter referred to as "Sole Party IPs"). Each Party shall be entitled to file applications for protection of its Sole Party IPs. In respect of joint IPs, applications can be filed for protection by joint consent only, and the expense incurred on patent filing will be borne by both parties. In this process, the IPR policy of both the institutes should be followed.
- b. Sharing of authorship in publications arising out of or in connection with joint activities shall be authored jointly by the Parties in accordance with their respective contributions to the publication. Publications arising out of or in connection with the activities undertaken under this Agreement solely by a Party using its own resources shall be authored by the said Party. Each Party before publishing its Sole Publication shall provide the other Party a draft of manuscript before submitting for publication and the other Party shall inform within seven (7) days from the date of receipt of the draft, if it wishes to protect any IPs and in case such other Party decides to pursue protection of IPs, the Party proposing publication shall not submit the manuscript for publication, for a further period of three (3) months to allow the other Party to protect its Sole Party IPs. This period may be extended by mutual consent of both the Parties.
- c. The signed MoU signifies only a strong intent and commitment towards the goals specified in the document. Both the institutes will have to follow all the rules/regulations and obtain appropriate approvals for implementing all the joint activities.



6. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version and having equal validity. By signing below, the Parties, acting by their duly authorized offices, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year first above written.

Signatory



Prof. Laxmidhar Behera
(Director)

Indian Institute of Technology (IIT) Mandi
Mandi-175075, (Himachal Pradesh), India.

Director
IIT Mandi (H.P.)
Pin-175005

In presence of:



डीन शैक्षिक/ Dean Academics
भारतीय प्रौद्योगिकी संस्थान मण्डी
Indian Institute of Technology Mandi
मण्डी -175005, हि.प्र./ Mandi-175005 (H.P.)
Date: May 17, 2024

Place: Kamand, Mandi Himachal Pradesh

Signatory



Prof. Dinesh Kumar
(Vice-Chancellor)

Gurugram University, Gurugram
Mayfield Garden, Gurugram-122008
(Haryana), India



In presence of:



