



MEMORANDUM



OF

UNDERSTANDING (MoU)


Between

University Institute of Technology (UIT), Himachal Pradesh University, Shimla

And

Himachal Pradesh Technical University, Hamirpur, H.P

26th June, 2020


26/6/20

This Memorandum of Understanding ["MoU"] is entered into on the 26th June 2020 ("Effective") by and between **University Institute of Technology (UIT), Himachal Pradesh University (HPU), Summer Hill, Shimla-5** represented herein by **Prof. P. L. Sharma, Director, UIT (in the presence of Prof. Sikander Kumar, Hon'ble Vice-Chancellor)** [hereinafter referred to as "UIT" or "First Party"] and **Himachal Pradesh Technical University (HPTU), Hamirpur,** represented herein by **Dr. Dharendra Sharma, Dean, Engg and Technology, HPTU (in the presence of Prof. S. P. Bansal, Hon'ble Vice-Chancellor)** having its office at **Village and Post Office Daruhi, Distt. Hamirpur, HP- 177001, India.** [hereinafter referred to as "HPTU" or "Second Party"].

(**First Party** and **Second Party** are hereinafter jointly referred to as '**Parties**' and individually as '**Party**').

WHEREAS, the UIT is a Premiere Engineering Institute in the state established in 2000 with single branch of Information and Technology in Himachal Pradesh University, Shimla and presently running five branches of engineering viz. Information Technology, Computer Science, Electronics and Communication, Electrical Engineering and Civil Engineering, having its office at **Himachal Pradesh University, Summer Hill, Shimla-171005.**

WHEREAS, The HPTU is established in the year 2010 by an Act of Legislative Assembly of Himachal Pradesh with an objective for value creation and welfare of society through technical education training, research, innovation, entrepreneurship and continuing education programs. At the same time, the University is responsive to the changing and exceptional requirements of our society and economy and contributes to find answers to global problems. The University offers both short-term and long-term programs leading to Advance Diploma and Degrees, which are conventional as well as innovative through public and private participation, having its office at **Himachal Pradesh Technical University, Village and Post Office Daruhi,, Distt. Hamirpur, HP- 177001, India.**

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

CLAUSE 1: MUTUAL COOPERATION

- 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 Institutions 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 The First Party and the Second Party co-operation will facilitate effective utilization of intellectual capabilities of each other and thus providing significant inputs in designing the best training/research systems, keeping in mind the needs of the Academia/Industry with international standards.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into

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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 shall be mutually decided between the Parties. Along with the 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.

CLAUSE 2: SCOPE OF THE MoU

Both the parties under this MoU have agreed to collaborate with each other as below by providing students of UIT to become technology ready for the career and innovations

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Workshops/Conferences/Trainings/Faculty Development Program:** Such activities will be organized on regular basis (in UIT, Himachal Pradesh University, Shimla or in HPTU, Hamirpur). The host institution will contribute/ raise resources for the workshop. In case funds are available with UIT or HPTU, then joint programs may also be conducted as per provisions allowed by the funding agency at the time of conducting programs.
- 2.4 **Placement of Students:** UIT and HPTU have also agreed to share the common placement opportunities during on campus placement drives by the host institutes for their mutual benefits.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities for the students and faculty members as per following details:
 - a) **UIT and HPTU** would support jointly-supervised students at the M.Tech/Ph.D. program in the area of common interests. These students can be supported through funding from outside agencies obtained through UIT and HPTU. interdisciplinary topics, etc
 - b) **UIT and HPTU** have also agreed to work in the area of providing access to digital resources/library/research labs for faculty and students who have registered for courses or engaged in joint research.
- 2.6 **Skill Development Programs:** Both parties have agreed to train the students on emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Expert/Guest Lectures:** UIT and HPTU also have agreed to provide experts lectures/guest lecturers to the students of UIT and HPTU based on in house requirements as per the rules and regulations of host institute.

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- 2.8 Both parties have agreed to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the learning environment/facilities on the terms specified herein.
- 2.9 There is no financial commitment on the part of the UIT, the First Party or HPTU, the Second Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding. All rights, title and interests in and to the material used by Parties shall exclusively belong to respective Parties or its licensors. Any and all Intellectual Property Rights with respect to the Services and the Parties Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to respective Parties or its licensors and First or Second Party shall not be entitled to claim any rights therein. Parties agrees that they shall have the right to list the UIT/ HPTU name in its marketing material and use their logo with respect to such Listing, Parties acknowledges that the provision of the Services here shall be on a non-exclusive basis and Parties shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged here under to any of its other clients, either existing or future, and nothing herein shall preclude Parties from providing such services or performing such obligations to its other clients.

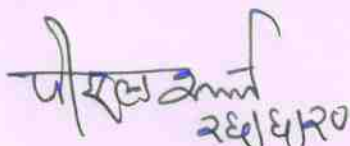
PRECLUDED FROM:

The parties agree that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MoU on the similar program(s).

CLAUSE 4: CONFIDENTIALITY

During the term of this MoU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is

- a) Previously known to the receiving party at the time of disclosure.
- b) Independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other.
- c) Disclosed to the receiving party by a third party without an obligation of confidentiality.
- d) In or subsequently comes into the public domain [other than as a result of a breach of this MoU.
- e) Required to be disclosed by the receiving party by law, regulation, court order or other legal process.


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The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the disclosing party's written request at any time, or following the completion or termination of this MoU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

CLAUSE 5: COSTS

This MOU does not constitute any component of financial obligation on UIT and HPTU.

CLAUSE 6: VALIDITY


- 6.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period HPTU, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or HPTU, the Second Party or the First Party after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MoU.
- 6.2 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. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

CLAUSE 7: RELATIONSHIP OF THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, 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.

CLAUSE 8: LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MoU or the subject matter of this MoU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.


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CLAUSE 9: GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MoU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Shimla. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Shimla, for any action or proceeding regarding this MoU

CLAUSE 10: NOTICES

All notices, requests, demands and other communications under this or in connection herewith shall be given to or made upon the respective Parties as follows:

To UIT: University Institute of Technology (UIT), Silverwood Estate, Lower Summer Hill, Himachal Pradesh University, Summer Hill, Shimla-5

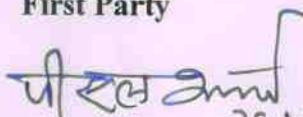
To HPTU : Himachal Pradesh Technical University, Village and Post Office Daruhi,, Distt., Hamirpur, HP-177001, India.

All notices, requests, demands and other communications given or made in accordance with the provisions of this shall be in writing by letter or e-mail.

AGREED:

For University Institute of Technology,
Himachal Pradesh University.

First Party


26/6/20


Prof. (Dr.) P.L. Sharma

DIRECTOR

University Institute of Technology,
Himachal Pradesh University, Shimla.

For Himachal Pradesh Technical University,
Hamirpur.

Second Party


26/6/2020

Dr. Dharendra Sharma.

DEAN, Engg and Tech.


Himachal Pradesh Technical University,
Hamirpur.

Witness 1

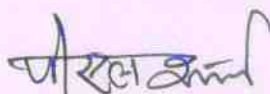

26/6/20
(Dr. JAWAHAR THAKUR)

Witness 1

Witness 2



Witness 2


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