



MEMORANDUM



OF UNDERSTANDING (MoU)

Between

University Institute of Technology (UIT), Himachal Pradesh University

And

Himachal Pradesh Road and Other Infrastructure Development Corporation (HPRIDC), Shimla

30th June, 2020

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ਪ੍ਰੋ. ਅਮਰ

(Handwritten signature in black ink)

This Memorandum of Understanding ["MOU"] is entered into on the 27th day of June 2020 ("Effective") by and between **University Institute of Technology (UIT)**, having its Head office at **Himachal Pradesh University, Summer Hill, Shimla-5** [hereinafter referred to as "UIT" or **First Party**] and **Himachal Pradesh Road and Other Infrastructure Development Corporation (HPRIDC)**, having its head office at **HPRIDC Nirman Bhavan, Nigam Vihar, Chotta Shimla, Shimla, Himachal Pradesh 171002** [hereinafter referred to as "HPRIDC " or **Second Party**].

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

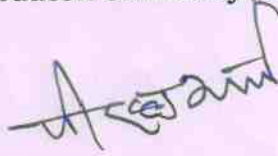
WHEREAS, the UIT is a Premiere Engineering Institute in the state and was established in 2000 with single branch of Information and Technology in Himachal Pradesh University, Shimla and presently running five branches of engineering viz. Information Technology, Computer Science, Electronics and Communication,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

WHEREAS, The department is engaged in planning, construction and maintenance of roads, bridges, ropeways and buildings (both residential and non-residential of various Govt. departments) in the State. The department further executes engineering work on behalf of Local Bodies, Public Undertakings, Boards & other Institutions under Himachal Pradesh Government as "Deposit works". HPRIDC having its head office at **HPRIDC Nirman Bhavan, Nigam Vihar, Chotta Shimla, Shimla, Himachal Pradesh 171002**

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 of mitigating the gap between industry and academia and thus establish channels of communication and co-operation that will promote and advance their respective operations within the organizations 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 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 training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Act as Industry Expert:** Both parties have agreed that atleast three nominated member of the second party will act as industry expert and facilitate the innovative culture in the institution through their experience.
- 2.4 **Workshops /Training/ Conferences / Faculty Development Program (FDP)/ talks:** In case funds are available with UIT or HPRIDC, then Workshops/Conferences and joint programs be conducted as per provisions allowed by the funding agency at the time of conducting of programs. For such programs, CSR (Corporate Social Responsibility) fund or equivalent may be utilized.
- 2.5 **Placement of Students:** UIT and HPRIDC have also agreed to share the placement opportunities/information for student benefits.
- 2.6 UIT and HPRIDC have agreed upon providing the training/internship for selected/recommended students.
- 2.7 **Innovation / Research & Development/startups:** Both Parties have agreed to carry out the joint research/Innovative/startup activities, if any, for the benefit students and Faculty members as per following details:
 - a) UIT and HPRIDC may promote/ support jointly-supervised academic/research /innovation/ startup through the UIT for the area of common interests/multidisciplinary topics, etc. These researches/programs/innovations/startups can be supported through funding from outside agencies obtained through UIT and HPRIDC
 - b) UIT and HPRIDC have also agreed to work in the area of providing access/visit to their projects/machinery for learning purpose.
 - c) Industry expert or other nominated may act as the startup expert in case the startup is promoted by the HPRIDC and is a joint venture of UIT and HPRIDC. These startups can also be supported through funding from outside agencies as well as CSR of the second party.
- 2.8 Second party have agreed to Educate the students about the:
 - Project management.

- supervision/Manufacturing activities
 - Designing
 - Procurement of material
- 2.9 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.
- 2.10 The second party may use their CSR (Corporate Social Responsibility) fund or equivalent for the benefits of students/Academia in the area suitable to them.
- 2.11 There is no financial commitment on the part of the UIT, the First Party or HPRIDC, 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/ HPRIDC 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.

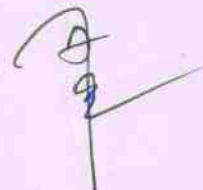
PRECLUDED FROM:

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.

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 HPRIDC .

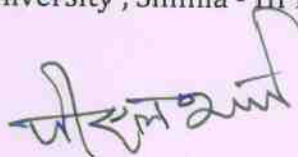
CLAUSE 6: VALIDITY

- 6.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period HPRIDC, 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 HPRIDC, 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.

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.

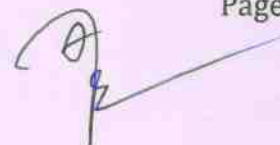
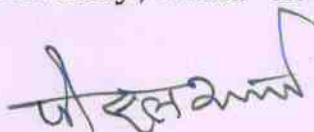
CLAUSE 10: NOTICES

All notices, requests, demands and other communications under this MoU 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 HPRIDC : HPRIDC Nirman Bhavan, Nigam Vihar, Chotta Shimla, Shimla, Himachal Pradesh 171002

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

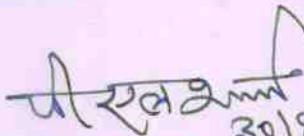


AGREED:

University Institute of Technology,
Himachal Pradesh University


Himachal Pradesh Road and Other Infrastructure
Development Corporation

First Party


30/6/20


Prof. (Dr.) P. L. Sharma
Director
University Institute of Technology,
Himachal Pradesh University, Shimla

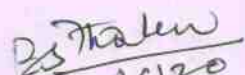
Second Party



30/6/20

Er. Ajay Gupta
Chief Engineer-cum-Project Director,
HP State Road Project,
HPRIDC, Shimla


Witness 1
30/6/20
(**JAWAHAR THAKUR**)


Witness 1
P.K. Sharma
S.E. - HPRIDC


Witness 2
30/6/20
(**Dr. Balvir Singh Malu**)


Witness 2
Tamanna Fauji
EE, HPRIDC