



MEMORANDUM OF UNDERSTANDING (MOU) FOR RESEARCH AND ACADEMIC
COLLABORATION

BETWEEN

DALARNA UNIVERSITY (DU), SWEDEN
AND

INDIAN INSTITUTE OF TECHNOLOGY (IIT), MANDI, HIMACHAL PRADESH, INDIA

This Memorandum of Understanding (“MoU”) is effective as of the November 1st in 2022 (“Effective Date”) by and between Dalarna University, Sweden, having its office at Höskolegatan 2, 791 31 Falun, Sweden herein referred to as DU which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the FIRST PART,

And

Indian Institute of Technology Mandi, is a body corporate incorporated under the Institutes of Technology Act, 1961 and having its office at VPO Kamand, District Mandi – 175005, INDIA, is a research and educational institution of national importance, hereinafter referred to as “IITMandi” which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the SECOND PART,

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

Introduction:

IITMandi is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITMandi imparts and undertakes cutting-edge research in various areas of science, engineering, and humanities.

Dalarna University (DU) (located in Falun, Sweden) is a higher education institution that is regulated by government legislation. The Vice-Chancellor is the head of the university, and its highest decision-making body is the University Governing Board.

The faculty member(s) of IITMandi involved in this MoU or in any project specific agreement will receive/disclose Confidential Information on behalf of IITMandi. He/She/They will execute the obligations of non-disclosure of Confidential Information received from DU.

The Parties wish to work towards promoting academic cooperation. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

NOW THEREFORE IN CONSIDERTION OF THE MUTUAL COVENANTS, CONTAINED HEREIN, THE PARTIES INTEND TO ACT AS FOLLOWS:

1. Object:

Both the Parties intend to collaborate towards promoting academic cooperation. The purpose of this MOU is to develop scientific, academic, and educational cooperation based on equality and reciprocity and to promote relations between Faculty, DU and IITMandi under the mutual understanding of the Parties (hereinafter referred to as the "Academic Cooperation").

The specific terms, expenses, and other matters arising related to the implementation of any aspects of this MOU shall be discussed in detail by the parties concerned for each case. Any commitment of resources, financial or otherwise, for cooperative activities shall be made in a supplemental agreement for that specific purpose entered at a subsequent date and approved by the official authority of each institution.

The Parties wish to promote and develop the Academic Cooperation as follows:

- 1) Exchange of academic staff, administrative staff, and students;
- 2) Joint co-supervision for graduate research students;
- 3) Joint data collection and sharing;
- 4) Academic and research collaboration in the areas of mutual interest;
- 5) Exchange of academic information, scholarly information, materials, and publications;
- 6) Conducting cooperative seminars, workshops, and other academic meetings in physical or virtual formats for students and faculty from both institutions; and,
- 7) Adjunct faculty appointments from one institution in the other institution.
- 8) Exploration of the feasibility of working together on joint projects including, but not limited to:
 - a. Academic programs,
 - b. Training programs, and
 - c. Study abroad, short-programs and exchange programs.
- 9) Consultation between individual faculty, academic departments, and research centers to explore activities of mutual interest.
- 10) Exchange of Faculty and researchers for capacity building, lectures, and joint research activities.
- 11) Joint organization of scientific and cultural events.
- 12) Exchange of scholarly ideas, information, materials and of academic publications; and,
- 13) Exchange of administrative staff.

The Parties intend to work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions

for such activity such as deliverables, funding, developers, intellectual property will be specified in a separate project specific arrangement. Ownership of any background intellectual property shall remain with the Party owning it and ownership of any intellectual property developed during the course of this MoU shall be decided through a separate project-specific agreement. Matters with respect to confidentiality, liability, and resolution of disputes shall be decided through a separate agreement if the need arises.

2. Effective date, duration, termination of the MoU:

The MoU shall be effective from the effective date and shall remain in force for a period of three (3) years. The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of six (6) months to the other Party, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion.

The parties further intend to consult periodically concerning the status of the above-mentioned activities and other relevant matters of mutual interest.

3. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

4. Independent Contractors:

For the purpose of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

Both Dalarna University and Indian Institute of Technology, Mandi, will nominate one individual from their institutions as the primary representative in charge of cooperative programs. Individual projects implemented under this Memorandum of Understanding will be jointly planned and supervised by the nominees of both parties.

5. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

6. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.


This MOU is not intended to be legally binding. This memorandum of understanding is not intended to create binding, legal obligations between the parties.

IN WITNESS THEREOF, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

This Memorandum of Understanding is established in duplicate in English.

For and on behalf of:
DU


Date: October 19 2022


Prof. Ewa Wäckelgård
Head of School of Information and Technology

Dalarna University (DU), Sweden
Högskolegatan 2, 791 31 Falun, Sweden

For and on behalf of:
IITM

Date:


Prof. Laxmidhar Behera

Director
Indian Institute of Technology Mandi
VPO Kamand, District Mandi, HP,
India - 175005