Memorandum of Understanding (MoU)

By and Between



Indian Institute of Technology Mandi (IIT Mandi)

and



Indian Institute of Technology Roorkee
(IIT Roorkee)

MEMORANDUM OF UNDERSTANDING

The Indian Institute of Technology Mandi (IIT Mandi, hereafter)

About IIT Mandi:

The Indian Institute of Technology Mandi (IIT – Mandi) is a public technical institute located in Mandi, Himachal Pradesh, India, on the left bank of the Uhl River at Kamand and Salgi villages. It is one of the young IITs established by the Ministry of Education (MoE), Government of India, under the Institutes of Technology Act in the year 2008 to expand the reach and enhance the quality of technical education in the country. IIT Mandi nurtures an interdisciplinary research environment that develops innovative technologies for widespread use, driven by the need of the region and the nation,

AND

Indian Institute of Technology Roorkee (IIT Roorkee, hereafter)

About IIT Roorkee:

Indian Institute of Technology, Roorkee, Uttarakhand -247667 India (hereinafter referred to as "IIT Roorkee") was established as Roorkee College of Engineering in 1847 AD as the First Engineering College of India in the British Empire. The College was renamed as the Thomason College of Civil Engineering in 1854. It was given the status of University by Act No. IX of 1948 of the United Province (Uttar Pradesh) in recognition of its performance and its potential and keeping in view the needs of post-independent India. It was converted to IIT on September 21, 2001 by an Ordinance issued by the Government of India declared it as the nation's seventh Indian Institute of Technology, an "Institution of National Importance" and in the year 2021, the institute has entered into the 175th year of its existence. Currently, IIT Roorkee is one of the biggest technical institutions in the country having the largest number of academic units. It has 23 academic departments covering Science, Engineering, Architecture and Planning, Humanities & social sciences, and Management programmes, 1 school, 7 academic centres, 7 academic service centres and 6 supporting units.

The academic activities of the Institute are spread over three campuses: (i) 365 acres campus at Roorkee, (ii) 25 acres campus at Saharanpur and (iii) 10 acres campus of Greater Noida Extension Centre at Greater Noida. The Institute offers several undergraduate programmes leading to Bachelor's degree in different disciplines of engineering, technology and architecture, Integrated dual-degree programmes, Integrated Masters programmes in different disciplines of engineering and sciences and postgraduate programmes in specialised areas leading to Master's degree in technology, architecture, sciences and management. In addition, the Institute is engaged in advanced level research and offers doctoral and postdoctoral programmes in the areas of cutting-edge technologies and sciences.IIT Roorkee continuously strives for excellence through academic teaching and research with various other activities to serve the nation. The very recent developments contributing in the advancement of knowledge and research at IIT Roorkee includes Department of Design, Mehta Family School of Data Science and Artificial Intelligence, Centre of excellence in Photonics, International Centre of excellence for Dams, Centre for Space Science and Technology, Center for Railway Research and Center of Excellence for Petrochemicals.

1. OBJECTIVES OF THE MOU

The objectives of this MoU are:

- The objective of this cooperation is to foster collaboration and facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.
- b. IIT Mandi and IIT Roorkee agree to explore the possibility of engaging in the following areas of collaboration:
 - Exchange of intellectual know-how and resources on mutual consent.
 - Partnership in innovation and entrepreneurship-driven opportunities and resources.
 - Sharing of scientific-technical network and infrastructure resources as per agreed terms and regulations at the prevailing institution.
 - Partnership of collaborative consulting and research projects as per agreed terms.
 - R&D Collaboration in different areas of science and technology as per rules and regulations at the institutions and on mutually agreeable terms.
 - Collaboration for the establishment of S&T cluster (Northern Region).

2. PROPOSED MODES OF COLLABORATION

IIT Mandi and IIT Roorkee propose to collaborate through the following:

- a. Co-operation and promotion of research and education in areas of mutual interests,
- b. Facilitation of joint research programmes/proposals,
- c. Sharing of UG/PG graduate programmes between the two institutions,
- d. Joint PhD degrees as per the norms of both the institutions.
- e. Exchange of academic personnel between IIT Mandi and IIT Roorkee, and
- f. Any other appropriate mode of interaction agreed upon between IIT Mandi and IIT Roorkee. Research collaboration between the two institutions will be undertaken with appropriate written agreements when necessary.

3. CONFIDENTIALITY

- a. Individual faculty involved at IIT Mandi and IIT Roorkee 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 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. TERM AND TERMINATIONS

- a. This MoU shall be valid for five (5) years unless extended by mutual consent of both the Parties. A Party willing to extend the MoU shall give a written notice of its intention to extend, at least 60 days prior to the expiry of this MoU, which may be accepted by the other Party within a period of 30 days from the receipt of such notice.
- b. This MoU may be amended or terminated by mutual written agreement of the parties at any time.
- Either party shall have the right to terminate this MoU with 60 days prior written notice to other party.
- d. The termination of the MoU whether mutual or unilateral; shall not affect obligations as of the participant under any Research Agreement. Confidentiality clause obligation as referenced in clause 5 shall survive such termination.

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 the contribution made by each party (hereinafter referred to as "Joint IPs"). A Party shall own all the rights in the IPs arising solely from its own activities 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.
- 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 Forty Five (45) 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 said 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 institutes will have to follow all the rules/ regulations and obtain appropriate sanctions 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 officers, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year first above written.

Director, V22-3-V

Indian Institute of Technology Mandi

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

Witness

Witness

Director,

(PROF. SAI RAMUDU MEKA)
ASSOCIATE DEAN CORPORATE
INTERACTIONS, SIT ROOPKEE

Indian Institute of Technology Roorkee,

Chairperson

School of Computing & Electrical Engineering Indian Institute of Technology Mandi Kamand-175005, Mandi H.P. INDIA