

MEMORANDUM OF UNDERSTANDING

BETWEEN



**PUNJAB ENGINEERING COLLEGE
(DEEMED TO BE UNIVERSITY)**

CHANDIGARH

AND



NATIONAL INSTITUTE OF TECHNOLOGY (NITUK)

SRINAGAR, PAURI (GARHWAL)

UTTARAKHAND

COLLABORATION ON RESEARCH AND DEVELOPMENT,

FACULTY AND STUDENT EXCHANGE

MEMORANDUM OF UNDERSTANDING

In furtherance of their mutual interest in the fields of education and research and as a contribution towards increasing national cooperation, Punjab Engineering College (Deemed to be University) having its registered address at Sector- 12 Chandigarh – 160012, India (hereinafter referred to as **PEC**) and National Institute of Technology, Uttarakhand having its registered address at Srinagar, Pauri (Garhwal), Uttarakhand -246174, India (hereinafter referred to as **NITUK**) have entered into this Memorandum of Understanding (MOU) on **19th day of September 2023** as set forth below:

ARTICLE I

The MOU involves collaboration between PEC and NITUK (both also referred to as institution) in related disciplines.

The two institutions shall seek to promote:

1. Exchange of Faculty, Staff and Students (Faculty & Staff; Under Graduate, Post Graduate & Doctoral/Research Students and Research Project Employees) regarding Academics and Research for the mutual benefit of both institutions.
2. Exchange of Students for pursuing Courses of Study and Academic Programmes for mutual benefit of both institutions.
3. Collaboration in Teaching, Research & Development and Consultancy Activities.
4. Exchange of Academic & Research Material and Publications/IPs.
5. Cooperation in Projects and Research Activities of mutual interest of both institutions.
6. Provision of Cultural and Intellectual enrichment opportunities for the Faculty, Staff and Students of both institutions.
7. Collaboration in Research & Development in the areas of mutual interest at both PEC and NITUK. This also includes collaboration in setting-up and upkeep of the relevant infrastructure in both the institutions.
8. Publication of Research Papers in International Scientific Journals and in the Conferences.
9. Exchange of Students for Summer/Winter Internships
10. Publication of Intellectual Properties (IPs) developed jointly through Project/ Research Collaboration. Such IPs would acknowledge joint inventor-ship of Personnel/Students belonging to both the institutions, as applicable and the benefits/profits generated will be shared mutually on equal basis.
11. Publishing and Writing Books/Booklets jointly in the areas of mutual interest & benefits accrued will be shared mutually on equal basis.



ARTICLE II

The activities under this MOU will include:

1. Faculty and Staff Exchange

Faculty and Staff Exchange activities cover visits to either institution for any of the following purposes:

- (i) Undertaking Joint Research on mutual sharing basis
- (ii) Attachment of Faculty/Staff for the purposes of Curriculum Development & Review, and Upgrading of Teaching & Research Skills
- (iii) Participation in Seminars, Colloquia and other types of academic discussions
- (iv) Contributions to Teaching/Training Programmes
- (v) Jointly conduct STCs/ FDPs/ Workshops/ Seminars/ Conference etc.
- (vi) Access to high end laboratory facilities for academic, research and consultancy work
- (vii) Co-supervision of Post Graduate and Doctoral Students on mutually agreed terms & conditions.
- (viii) Conduct study tours, joint consultancy and research work
- (ix) Facilitation for pursuing Academic Courses (Post Graduate & Doctoral) for NITUK Faculty, Staff and Students at PEC on mutually agreed terms & conditions.

2. Student Exchange:

Student Exchange activities (for Under Graduate, Post Graduate & Doctoral Students) cover visits to either institution for any of the following purposes:

- (i) Participation in Research works
- (ii) Implementation of Major/Capstone Projects
- (iii) Undertake Courses of Study and Academic Programmes and Internships

3. Exchange of Academic Materials:

Exchange of relevant Academic Materials will be carried-out subject to mutual agreement of both institutions.



ARTICLE III

Implementation of cooperation based on this MOU shall be dealt with between the relevant Faculties and Divisions/ Departments of both institutions. Wherever necessary, a specific plan shall be worked-out for each activity setting-forth detailed arrangements for collaboration. Such plans shall be subject to approval of the appropriate authorities of each institution. To facilitate development of such plans, each institution shall nominate a member of its staff to coordinate activities arising under this MOU.

ARTICLE IV

Both institutions agree and undertake to keep confidential at all times information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation, as mentioned above, unless otherwise the same information already exists in the public domain. The Parties will not use the information for the purpose other than that specified in this MoU without the prior written consent of the other Party.

ARTICLE V

Ownership of findings of any joint research shall be vested in both institutions under this MOU and any publications regarding the same shall only be possible after prior approval from both institutions. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may, however, be ensured that the official emblem and logo is not misused by either institution.

Should the activities under the MOU give rise to Intellectual Property (IP), the Parties shall enter into separate agreement that will specifically provide for ownership, management and commercialization of rights to such IP, in line with rules and regulations of India.

ARTICLE VI

In case of any dispute or difference of opinion or any misuse of any information arises between the parties connected to this MOU/agreement, such disputes or difference of opinion shall be resolved amicably by mutual consultation.

Notwithstanding anything contained in above para, in case of any dispute or difference of opinion falling under the exception to the ambit of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) the party to this MOU/agreement with mutual consent may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising out of any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure. The Courts at Chandigarh/Nainital (Uttarakhand) have jurisdiction for any civil proceedings for settlement of any dispute including or mediation, arbitration proceedings.



ARTICLE VII

This MOU shall remain in force for a period of 05 (Five) years from the date of its signing and may by way of amendment be renewed with the three-month prior notice to other party for such period and on such terms and conditions as agreed by the parties. However, either party has right to terminate this MoU by serving 03 (Three) months prior reasoned notice in writing to other party.

ARTICLE VIII

Both the PEC and NITUK reserve their right to terminate this MOU by either institution by giving 3 (Three) months written notice to the other. Where such termination occurs, the provisions of this MOU shall continue to apply to ongoing activities until their completion.

ARTICLE IX

The provisions of this MoU shall be governed by the Laws including Law of Contract in consonance with the rules & regulation applicable to the parties.

ARTICLE X

PEC and NITUK welcome establishment of this MOU for cooperation and jointly agree to provisions as set out above. There are two copies of this MOU equally valid, one for each institution, effective after its signing by authorized signatories.



IN WITNESS WHERE OF, the Parties hereto have caused this MoU to be signed in their respective names on this 19th day of September 2023


Punjab Engineering College


19.09.2023
Prof. Baldev Setia
Director


National Institute of Technology (NITUK)


19/09/23
Prof. Lalit Kumar Awasthi
Director


Witness 1:


19/09/2023
Name: ARUN KUMAR SINGH
Designation: HSRIC


Witness 1:


Name: Dr. Sarot Agarwal
Designation: Dean (R&C)

Witness 2:


19/9/23
Name: VASUNDHARA SINGH
Designation: Dean Faculty Affairs

Witness 2:


Name: Dr. Harisharan Muthusamy
Designation: Dean (FW).

Date: Feb 19, 2023

Date: Feb 19, 2023