

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR,  
RAJASTHAN**

and



**IIT PALAKKAD**

**INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD, KERALA**

This memorandum of understanding (MoU) is made and executed to establish the initial framework or cooperation is signed on 8/5/2023

**Between**

Malaviya National Institute of Technology Jaipur, having its office at Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur – 302017, Rajasthan, (hereinafter referred as “MNITJ” which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) herein after to be referred as **First Party**, acting through the Director of MNITJ.

**And**

Indian Institute of Technology having its campus at Nila Campus, Kanjikode West, Palakkad - 678623 (hereinafter referred as “IIT Palakkad” which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) herein after to be referred as **Second Party**.

**WHEREAS**, both the parties have many areas of common interest in Engineering and Sciences, community outreach programs, research and development programs and are convinced that considerable advantage may be gained from their pursuit on a collaborative basis in the fields of Engineering education, and research.

**AND WHEREAS**, the parties have agreed to work for conducting programmes to achieve desirable objectives in connection with capacity building, Exchange of information on research and educational programmes, joint organization of seminars, conferences, workshops, and short-term courses, Joint supervision of masters and Phd projects by faculty members from both the institutes, and student internships between both the institutes.

**NOW THEREFORE**, the Parties have agreed to enter into this Memorandum of Understanding (MoU) which defines the framework for the cooperation between the two institutions on the following terms and conditions set out herein:

**1. OBJECTIVES OF MOU**

The specific objectives of this Association are to foster academic and research collaboration, offer prospects or experience, and to aid the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. MNITJ and IIT Palakkad will support each other’s endeavours in academic programmes and research activities in the following areas:

### **1.1 Exchange of Faculty/Experts and Students**

- IIT Palakkad and MNITJ agree to identify and invite faculty members from the other institution and will encourage scientist/faculty members to undertake short visits, to take up fixed term visiting arrangements at each other's institution.
- The cost incurred in such exchange visits are to be met by the concerned Institutions.
- Faculty/Staff/students of either institution involved in any activity under this MoU shall abide by the applicable rules, regulations and procedures of the host institution.

### **1.2 Exchange of Scientific and Technical Material**

- IIT Palakkad and MNITJ mutually agree to exchange information on research and educational programmes, teaching, learning material and other literature relevant to their educational and research programmes, with due approval of the competent authority of both the organizations.
- Further IIT Palakkad and MNITJ agree to explore ways to share teaching material, and other relevant literature while with regard to each other's intellectual property and other rights.

### **1.3 Joint Conferences, Workshops and Short term Courses**

- IIT Palakkad and MNIT are in agreement to identify and invite scientists/faculty members from the other institution to participate in conferences, workshops and other short-term courses.
- The terms and conditions for such participation will be worked out by mutual agreement between the invited Subject experts/faculty members and the institution extending such an invitation.
- When a subject expert/faculty member visits the other institution on invitation or as part of joint activity/research projects, then such visits will be classified as such and handled as per the regulations of the individual institution.

### **1.4 Joint Supervision of Post Graduate and Phd Students**

- IIT Palakkad and MNIT are in agreement to supervise the post graduate and Phd students of both the institutions in the selected areas of study prescribed by the Institutions.
- The regulations of the supervision and guidance of post graduate and Phd students should be in line with the post graduate and research guidelines of individual Institution.



- Exchange of data and knowledge sharing should be agreed in a case to case basis with the concerned supervisors of both the Institutions and the competent authority from both the Institutions.

### **1.5 Joint Research Activities**

IIT Palakkad and MNIT mutually agree in:

- Partnering and supporting each other through joint research initiatives and through participation in nationally and internationally funded projects
- Any other collaborative efforts the parties consider being appropriate from time to time with the consent from the competent authority of both the Institutions.
- Each collaborative activity or project to be initiated under this MoU will be subjected to a Supplementary Agreement between the Parties. Such Agreements will set out the Party's obligations, responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host institution
- Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon
- Neither party shall enter into a contract on behalf of the other Party nor commit any expenses without the prior approval of the other party in writing

### **2. Intellectual Property**

- Ownership of Intellectual Property shared by the parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in writing.
- This provision is binding on the parties and will survive the termination or expiry of this MoU.

### **3. Use of Names and Logos**

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party.

### **4. Effective Date and Duration of MoU**

This MoU takes effect on the date the last Party signs and will continue for a period of **3 years** only unless otherwise terminated earlier. The Parties may agree in writing to extend it for a further period to be determined.

## **5. Termination**

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving **three (3)** months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

## **6. Management and Oversight**

As soon as this MoU comes into operation, the Parties must agree on a strategy for its effective management and rectification of oversight/omissions through the competent authority/link coordinators of both the Institutions.

## **7. Legal Effect of this MoU**

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned to be binding including as under clauses 8 & 9, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. For joint projects, partnership or for joint ventures, a separate agreement/contract should be created with mutual consent from both the parties agree on the financial and other commitments between the parties.

## **8. Confidentiality**

Each Party shall keep all information or material acquired or produced in connection with and pursuant to this MoU confidential and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by the law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

## **9. Dispute Settlement**

The parties agree that this instrument is produced in good faith, so that any dispute arising from its interpretation, implementation/ execution or breach will be resolved through conciliation between the parties. In the event that such resolution is not possible, any disputes will be resolved by the laws of the State of Kerala in the courts in whose jurisdiction the second Party comes in.

## **10. Link Coordinators**

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:



## 1. Indian Institute of Technology Palakkad

Name: Dr Anand TNC

Title: Associate Professor

E-mail: deanacad@iitpkd.ac.in

Address: Nila Campus, Kanjikode, Palakkad – 678623, Kerala

## 2. Malaviya National Institute of Technology Jaipur

Name: Prof. Rakesh Jain

Title: Dean International & Alumni Affairs

E-mail: dean.intaffairs@mnit.ac.in

Address: Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur-302017, Rajasthan

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

### For Malaviya National Institute of

### Technology Jaipur

Signature:

Name: **Professor NP Padhy**  
Director

Malaviya National Institute of Technology Jaipur  
Designation: **Director**  
JAIPUR-302017 (Rajasthan)

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

8/5/2023

Signature:

Name: **Professor Seshadri Sekhar**

प्रो. ए. शेखाद्री शेखर Prof. A Seshadri Sekhar  
निदेशक / Director

Designation: **Director**  
भारतीय प्रौद्योगिकी संस्थान पालक्काड  
Indian Institute of Technology Palakkad  
पुदुसेरी पी.ओ., कंजिकोड पश्चिम  
Pudussery P.O., Kanjikode West  
पालक्काड, केरल : 678 623 Palakkad, Kerala - 678 623

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

T.N.C. Anand

