

**MEMORANDUM OF UNDERSTANDING**

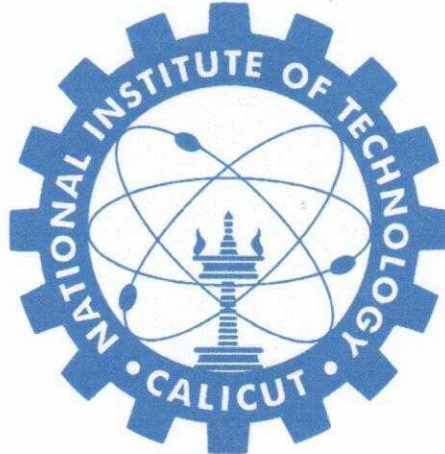
BETWEEN



**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR**

**Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan 302017**

and



**तमसो मा ज्योतिर्गमय**

**NATIONAL INSTITUTE OF TECHNOLOGY CALICUT**

**Calicut Mukkam Road, Kattangal, Kozhikode Kerala 673601**

This memorandum of understanding (MoU) is made and executed to establish the initial framework or cooperation between Malaviya National Institute of Technology Jaipur and National Institute of Technology Calicut is signed on 29 JULY 2023

**Between**

Malaviya National Institute of Technology Jaipur (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) hereinafter to be referred as First Party.

**And**

National Institute of Technology Calicut (hereinafter referred to as "NIT Calicut" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) hereinafter to be referred as Second Party.

**Preamble**

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic and scientific research linkages between the two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

**Provisions**

**1. Areas of Co-operation**

Both institutions will support each other's endeavours in academic programmes and research activities in the following areas:

- a) Partnering and supporting each other through joint research initiatives and participation in nationally and internationally funded projects.
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars, workshops, symposia and training programs.
- c) Visits of faculty/staff/students in the area of mutual interest
- d) Exchange of scientific, technical and academic information as per respective norms of both institutions.

- e) Joint supervision of postgraduate and PhD students.
- f) Any other collaborative efforts the Parties consider being appropriate from time to time.

## **2. Activities and Projects**

Each collaborative activity or project 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 conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host institution.

## **3. Funding**

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 that party in writing.

## **4. Management and Oversight**

As soon as this MoU comes into operation, the Parties must agree on a strategy for its management and oversight.

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

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract but is built on goodwill and is binding in honour only. This MoU creates no partnership or joint venture, and neither Party can commit the other financially or otherwise to third Parties.

## **6. Policies and Procedures**

Faculty/Staff/students of either institution involved in any activity under this MoU shall abide by the host institution's applicable rules, regulations and procedures.

## **7. Confidentiality**

Each Party shall keep the information or material that is classified as confidential, in connection with this MoU will not disclose without the prior written consent of the other Party, except as

required by the law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

#### **8. Intellectual Property**

Ownership of Intellectual Property will be managed as per respective IPR policies of both institutions.

#### **9. Use of Name and Logo**

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. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

#### **10. Standards of Performance**

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Party's reputation for excellence and integrity in education, research and scholarship.

#### **11. Dispute Settlement**

The parties agree that this instrument is produced in good faith, so any dispute arising from its interpretation, implementation or execution will be resolved through mutual agreement between the parties.

#### **12. Termination**

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

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.

**13. Effective Date and Duration of MoU**

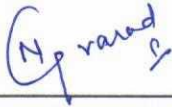
This MoU takes effect on the date the last Party signs and will continue for a period of **3 years** only. The Parties may agree in writing to extend it for a further period to be determined.

**14. Applicable Laws/ Governing Laws**

This Agreement shall be interpreted in accordance with the laws of the Government of India.

**Signed for**

**Director, Malaviya National Institute of  
Technology Jaipur Rajasthan**



**Prof. N. P. Prasad, Director**  
Malaviya National Institute of Technology Jaipur  
JAIPUR-302017 (Rajasthan)

**Signed for**

**Director, National Institute of Technology  
Calicut, Kerala**



**Prof. Prasad Krishna, Director**