



मिजोरम MIZORAM

101987

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM

AND

HALDIA INSTITUTE OF TECHNOLOGY, WEST BENGAL

This Memorandum of Understanding is made and entered into on this 12th February, 2020 between National Institute Of Technology Mizoram, located at Chaltlang, Aizawl, Mizoram 796012 (now onwards referred as "NITMZ") and Haldia Institute of Technology, West Bengal (now onwards referred as "HIT" (collectively referred as "Parties").

No.
Date.
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Name

RECITALS

WHEREAS **NITMZ** is recognized for its strength in research and education in various branches of Engineering.

WHEREAS **HIT** is an Institution under the society, namely, Indian Centre for Advancement of Research & Education (ICARE) Haldia, which was established in 1995 under Societies Registration Act XXVI of 1961. ICARE is solely dedicated to promote, establish, run and maintain educational Institutions of excellence, bearing Registration No. S/81826 of 1995-1996 of 24th November, 1995;

WHEREAS both **Parties** wish to enable cooperation and exchange in all academic & research areas of mutual interest;

WHEREAS both **Parties** wish to enable cooperation and exchange in English language only;

WHEREAS both **Parties** are desirous furthering academic-research collaborations though the pursuit of joint research and development activities in areas of mutual interest, and shall by joint agreement, determine the areas and subject of such collaboration;

WHEREAS this **MOU** sets out the general understanding of the Parties' collaboration;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the Parties agree as follows:

ARTICLE 1 PURPOSE AND SCOPE OF THE MOU

Purpose: The purpose of this **MOU** includes, but is not limited to the following:

1. The organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
2. The mobility of research and teaching personnel;
3. Exploring future possibilities for student mobility including internship / training;
4. The development of collaborative research projects;
5. Possible access to publications and other materials of common interest;



ARTICLE 2

PROPOSED ACTIVITIES PURSUANT TO THE MOU

- 2.1 "Institutional Appointees" to implement the purpose envisaged under this MOU representatives of the Parties may meet periodically to conclude definitive projects ("Projects"), including their financing for each Projects and possible collaboration with other Parties, consultancy from professors and including start-ups incubated / incorporated within the purview of Institute. Both Parties will designate a representative to initiate and coordinate the projects. The coordinators from each Party may meet to review progress of the implementation of the agreed project, define new areas of collaboration as well as to discuss matters related to this MOU.

ARTICLE 3

INTELLECTUAL PROPERTY

- 3.1 Each Party will retain all proprietary rights in and to its proprietary information and any information or other material provided by it in relation to this MOU and it shall remain the exclusive property of such Party (the "IP").
- 3.2 Nothing in this MOU shall be construed as granting either Party and rights in or license to use the IP without the other Party's prior written consent, which may or may not be given at that Party's sole and absolute discretion.

ARTICLE 4

CONFIDENTIALITY

- 4.1 "Confidential Information" means any and all information in whatever form provided by the disclosing Party and relating to the Activities, provided such information is either (a) marked as confidential at the time of disclosure; or (b) if not in a form that can be readily marked (e.g. in oral, visual or electronic form), is identified by the disclosing Party as confidential at the time of disclosure; or (c) if, given the circumstances of the disclosure, the receiving Party reasonably ought to know that it should be treated as confidential. No disclosure under this MOU or Project Agreements shall be considered an offer to sell or a public disclosure.
- 4.2 The Parties acknowledge and agree that they will maintain the secrecy and confidentiality of confidential information received from the disclosing party under this MOU or Project Agreements. Receiving party will not disclose Confidential Information of the disclosing Party to any third party without prior written authorization from the disclosing party, except that Receiving Party may



share the Confidential Information on a need to know basis with (a) Receiving party's Affiliates, or (b) to the extent they are subject to a non-disclosure obligation, receiving Party's contractors, agents, students, employees, or representative performing the Activities for receiving Party. Receiving Party will only use the disclosing Party's Confidential Information for the Activities stated in this MOU or Project Agreements. Receiving Party will not remove any confidentiality, proprietary, or other similar markings from Confidential Information. Receiving Party also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances and that protect the disclosing Party's Confidential Information with at least the same degree of care, but in any case no less than a reasonable degree of care, as receiving Party uses to protect its own information of a like confidential nature. During the work under this MOU, the parties will not use or disclose to each other any confidential information owned by a third party, unless the Disclosing Party has written authorization to do so.

ARTICLE 5
TERM OF MOU

This MOU shall commence on the date of this MOU above and shall remain in effect for a period of two (02) years. Either party may terminate this MOU by giving thirty (30) days prior notice to the other Party. This MOU can be extended by mutual written agreement of both Parties. The termination of this MOU shall not affect the implementation of the projects established under it prior to such termination.

ARTICLE 6
DISPUTE RESOLUTION

The Parties shall use their best endeavours to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation. If a dispute cannot be settled through such consultations, upon the request of either party with written notice to the other party, any such dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The place of arbitration will be city of Aizawl, Mizoram.



IN WITNESS WHEREOF, the institutions have caused their duly authorized representatives to execute this MOU to be effective upon signature by both Parties hereto.

NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM

Signature: _____

Prof.(Dr.) Rajat Gupta
Director



Witness

1. Dr. P. Ajmal Koya
Dean (R&C), NIT Mizoram

Handwritten signature of Dr. P. Ajmal Koya.

Signature

2. Prof. Saibal Chatterjee
Dean (Acad), NIT Mizoram

Handwritten signature of Prof. Saibal Chatterjee.

HALDIA INSTITUTE OF TECHNOLOGY, WEST BENGAL

Signature: _____

Prof. (Dr.) M.N. Bandyopadhyay
Director
Haldia Institute of Technology

Director

Witness

1. Dr. S. N. Bandyopadhyay

Signature

2. Director Haldia Institute of Management

Handwritten signature of the Director of Haldia Institute of Management.