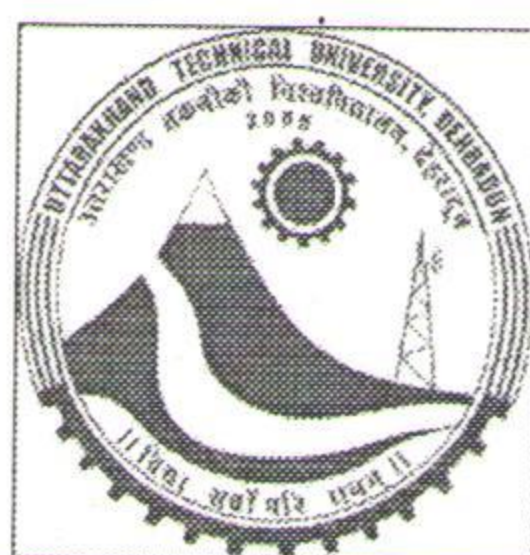


**Memorandum of Understanding**  
**for**  
**Academic Exchange and Cooperation**  
**between**



**Uttarakhand Technical University**  
Government Girls Polytechnic,  
Post Office, Chandanwadi, Prem Nagar, Suddhowala,  
Dehradun Uttarakhand

**And**



**The ICFAI University, Dehradun**  
Rajawala Road, Central Hope Town, Selaqui,  
Dehradun - 248197, Uttarakhand



**Memorandum of Understanding  
for Academic Exchange and Cooperation  
between  
The ICFAI University, Dehradun Between  
And  
Uttarakhand Technical University**

The ICFAI University, Dehradun (IUD) and Uttarakhand Technical University (UTU), Dehradun (A State Government University, Govt. of Uttarakhand) are willing to develop academic exchange and cooperation in education and research between the two institutions.

This Memorandum of Understanding (MoU) has been entered into between :

**The ICFAI University, Dehradun (IUD)** located at Rajawala Road, Central Hope Town, Selaqui, Dehradun - 248197, Uttarakhand, India (**Hereinafter referred to as IUD**), which expression shall unless repugnant to the context there of, included its successors and permitted assigns of the **FIRST PARTY**

AND

**Uttarakhand Technical University**, a Uttarakhand State Technical University located at Government Girls Polytechnic, post Office, Chandanwadi, Prem Nagar Suddhowala, Dehradun Uttarakhand (**Hereinafter referred to as UTU**), of the **SECOND PARTY** ( who for the purpose of this MoU are hereinafter ager individually referred to as party' and collectively referred to as the parties).

**Areas of Cooperation**

Both institutions (IUD and UTU) agreed to develop the following collaborative activities:

- a) Conducting joint research and development projects.
- b) Cooperation in individual projects.
- c) Joint organization of lectures, symposium, international conferences and workshops.
- d) Academic visits and use of Lab/Library for researchers and students, on mutual agreed terms.
- e) Sharing of information, teaching materials, technological and scientific publications (Resource Sharing) on mutual consent.
- f) Providing opportunities for Professors and Researchers to deliver lectures.
- g) Joint work on interdisciplinary research.

P. K. Singh

[Signature]



- h) Joint Practical/ Summer training of students, Joint guidance of students projects/ Thesis, and Joint Ph.D. programme as per UGC rules.

### **Implementation**

1. All programs or activities implemented under the terms of this Memorandum of Understanding shall be mutually agreed upon in writing, including the necessary budget for the program of activity as the need may arise.
2. Each of the participating institutions shall be fully responsible financially for the activities carried out under its direction or by its staff, except as otherwise agreed by the institutions.
3. The institutions will designate one officer each who will develop and coordinate specific programs or activities between them.
4. The students, research scholars and faculty members will be expected to abide by the rules and regulations of the host institution.

### **Financial arrangements**

Each Party will be responsible for its own costs in connection with all matters relating to collaboration under the Memorandum of Understanding. Where possible and appropriate, the Parties may also seek funding for collaborations from external research agencies. Financial arrangements for each specific collaboration will be decided on a case by case basis and brought on record in each case after due approval from heads of both the institutions.

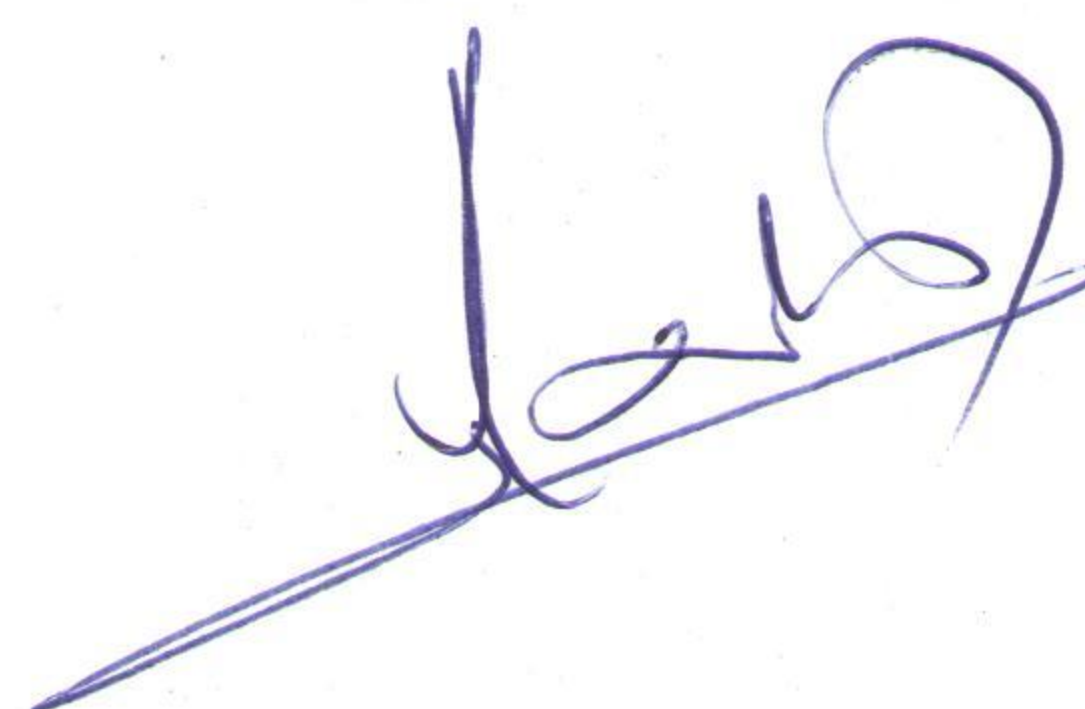
### **Effective date and duration of MoU**

- i. This MoU shall be effective from the date of its approval by competent authorities at both ends.
- ii. The initial duration of this MoU shall be for a period of 5 years from the effective date, which can be further extended with mutual consent, for which a fresh MOU will be signed.
- iii. During its tenancy, the MoU may be extended or terminated by a prior notice or not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students, researchers and Faculty members who have been admitted to pursue a programme under the MoU.
- iv. Any clause or article of the MoU may be modified or amended by mutual agreement of IUD and UTU

### **IPR**

Rights regarding publication, patents, royalty, ownership of software/ Design/ product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

P. I. Garg





## **Confidentiality**

During the tenure of the MoU both IUD and UTU will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MoU for any purpose other than in accordance with this MoU.

Both IUD and UTU shall bind their respective personal, who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than interred under this agreement.

## **Confidential information**

Confidential information shall mean any proprietary information data or facts belonging to BOTH PARTIES collectively or severally, disclosed by the disclosing part under this agreement or any subsequent agreement weather in whether in waiting verbal or electronically, irrespective of the medium in which such information is stored which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions, however confidential information shall not nuclide any data or information which.

- i. Is or becomes publicly available through no fault of the receiving party.
- ii. Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- iii. Is independently enveloped by the receiving party without reference to the confidential information of the disclosing party.
- iv. Is rightfully by the receiving party from a third party or is in the public domain.
- v. Is disclosed with the written consent of the party whose information it is,
- vi. Or is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

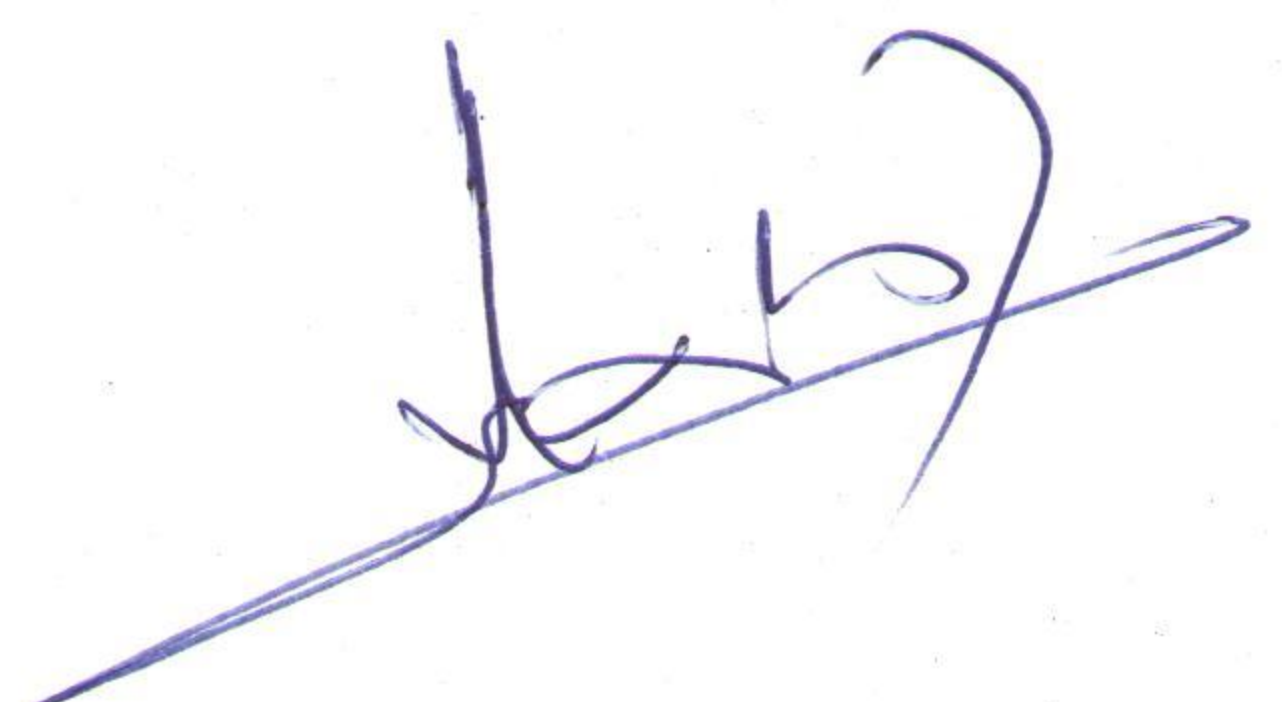
## **Amendments**

Any amendment and/or addenda to the agreement shall be is writing and signed by the parties hereto and shall only after such execution be deemed to form part of the Agreement and have the effect of modifying the Agreement to the extent required by such amendment or addenda.

## **Resolution of disputes**

- i. This agreement shall take effect and be construed in accordance with the laws of India and be subject to the jurisdiction of the courts at Dehradun.

P. K. Garg






- ii. The dispute or difference whatsoever arises between Parties in relation to or in connection with this Agreement both the parties shall first try resolve the dispute/difference amicable between them. Failing which the matter shall be referred to and settled through arbitration, the arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act. 1996. The venue of arbitration shall be Dehradun and Language of arbitration shall be English.


### Miscellaneous

- i. The heading and sub- heading are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. Both IUD and UTU shall not during the term of this agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel or other party without the previous consent in writing of that other party.
- iii. No failure to exercise and no delay in exercising, on the part of a party. And right remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or any right, remedy, power or privilege hereunder preclude any other or further exercise thereof to the exercise of any other right, remedy, power or privilege. The rights, remedies power and privileges herein provided are cumulative and not exclusive of any exclusive of any right remedies, powers and privileges provided by law.
- iv. After this agreement has been signed, all preceding understanding/ Negotiations and correspondence pertaining to it shall become null and void.

In witness whereof this MoU has been executed by the duly authorized representatives of IUD and UTU hereto on the dated 14.4.2017 Dehradun.

For   
**Uttarakhand Technical University**  
Vice - Chancellor  
Uttarakhand Technical University  
Dehradun

For   
**ICFAI University, Dehradun**  
Registrar  
ICFAI University  
Dehradun

Witness-1   
Name Govind Bisht  
Designation Asstt. Registrar  
Date 28/5/17

Witness -2  
Name Dr. Sandip Vijay  
Designation  
Date

