

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEVI AHILYA VISHWAVIDYALAYA INDORE
AND
INDIAN INSTITUTE OF TECHNOLOGY INDORE**

DEVI AHILYA VISHWAVIDYALAYA, INDORE (hereinafter referred to as "DAVV"), a Grant –in-Aid Autonomous Institution of higher education Established in 1964 whose address is at Nalanda Campus, R. N. T. Marg, Indore (M.P.), India Pin - 452001 and shall include its lawful representatives and permitted assigns; **INDIAN INSTITUTE OF TECHNOLOGY INDORE** (hereinafter referred to as "IITI"), a public institution of higher education established in 2009 whose address is at Khandwa Road, Simrol, Indore, 453552 and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

- A. DEVI AHILYA VISHWAVIDYALAYA, Indore is an established Grant –in-Aid Autonomous Institution of higher education which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;
- B. INDIAN INSTITUTE OF TECHNOLOGY INDORE, is an autonomous public institute of higher education in India.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in the country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in the country, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - a) Interaction and collaborations between the faculty and students for the purposes of value-added study, teaching, learning and advanced research;
 - d) any other areas of co-operation to be mutually agreed upon by the Parties.

The lists of activities are not exhaustive and may be added from time to time with mutual agreement of the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a formal agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", protection of intellectual property rights" and "settlement of dispute" as contained in Article-VII of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. There is no financial implication on either side on account of this Memorandum of Understanding.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create a legally binding agreement, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the day when both institutions sign it and remain in effect for five (5) years. This MOU may be extended for a further period as may be agreed in writing by the Parties.
2. Either party may terminate this MOU by the written notice, or by mutual agreement of the other Party.
3. If notice of termination has been given under this clause, the parties shall:
 - (a) either party may terminate the MOU by giving one month advance written notice to the other party
 - (b) agree in writing a mechanism for ensuring that students registered for any academic programme under this MOU are able to complete it; and
 - (c) Cease to promote or market the programmes and not register any new students.

**ARTICLE VII
VII (A)**

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (i) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.
 - (iii) Financial implication for any research output such as patent etc. from this collaborative research work under this MOU born with mutual agreement between the Partner institute and benefits will be shared accordingly.

VII (B)

CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

VII (C)

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

VII (D)

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE VIII NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **DEVI AHILYA VISHWAVIDYALAYA, INDORE** or **INDIAN INSTITUTE OF TECHNOLOGY INDORE** as the case may be, shown below or to such other address or electronic mail address of facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : DEVI AHILYA VISHWAVIDYALAYA, INDORE

Vice-Chancellor

Nalanda Campus, R. N. T. Marg, Indore (M.P.), India Pin - 452001

Tel : 0731 -2529476 Fax : 0731-2523352

To : INDIAN INSTITUTE OF TECHNOLOGY INDORE (IITI)

Director

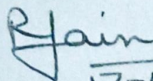
Khandwa Road, Simrol

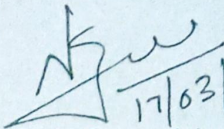
Indore (M.P.), Pin - 453 552

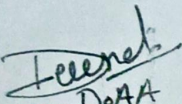
Tel : 0731 -2438 712 Fax : 0731-2438 710 Email: director@iiti.ac.in

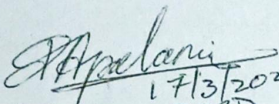
The foregoing record represents the understandings reached between **DEVI AHILYA VISHWAVIDYALAYA, INDORE** and **INDIAN INSTITUTE OF TECHNOLOGY INDORE** upon the matters referred to therein.

Signed in duplicate on **17th March, 2020**, each in the English language, all texts being equally authentic.

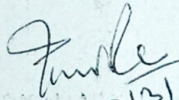
Signed by 
Professor Dr. Renu Jain
Vice-Chancellor
DAVV, Indore
Date: 17-03-2020

Signed by 
Professor Neelesh Kumar Jain
Director (Officiating)
INDIAN INSTITUTE OF TECHNOLOGY INDORE
Date: 17/03/2020


D.A.A.
Witness from IIT Indore


17/3/2020
D.O.R.D.

S. V. Zolwiler
17.03.2020
Witness from DAVV, Indore


17/3/2020