MEMORANDUM OF UNDERSTANDING

BETWEEN

Panipat Institute of Engineering and Technology

Samalkha, Panipat (Haryana) – 132102
India

AND

K.R. Mangalam University

Sohna Road, Gurugram (Haryana)-122103
India

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 05/05/2023

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Seller / First Party Detail

Name: Panipat institute of Engineering and technology

H.No/Floor : 0 Sector/Ward : 0 LandMark : Pattikalayana

City/Village : Samalkha District : Panipat State : Haryana

Phone: 93******39

Buyer / Second Party Detail

Name : K r mangnlam university

H.No/Floor : 0 Sector/Ward : 0 LandMark : 0

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 93******39

Purpose : FOR MOU

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MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on the 8th day of May 2023, by and between

Panipat Institute of Engineering and Technology (PIET), Panipat - 132102, affiliated to Kurukshetra University, (herein after called the **"Party A"** and shall, unless repugnant to the context, include its assigns, successors, executors, representatives, administrators, nominees, assigns, legal heirs, etc.)

AND

K.R. Mangalam University (KRMU), Sohna Road, Gurgaon- 122103, a university established under the Haryana Private Universities Act 2006 (amended 08 of 2013)and under section 2 (f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956 (herein after called the **"Party B"** and shall, unless repugnant to the context, include its assigns, successors, executors, representatives, administrators, nominees, assigns, legal heirs, etc.) of the SECOND PART;

PREAMBLE

The PIET, Panipat desires to establish academic collaboration with Institutions of excellence in the field of Engineering, Pharmacy, Management and other disciplines in India and other countries and the KRMU, Gurugram is one among such recognized Institutions and seeks to promote the Institutional collaborations for academic, research and publication through this Memorandum of Understating (MoU).

SCOPE OF AGREEMENT

This Memorandum of Understanding (MoU) is signed between PIET, Panipat, Haryana as **First Party** and KRMU, Gurugram, Haryana as **Second Party** for the purpose of collaboration on academic and research activities including the following categories:

(i) Academic and Research collaboration in the areas of mutual interest. It is expected that this collaboration will in due course lead to collaborative research projects, joint publications, joint conferences/workshops/ faculty development programs /seminars, etc.

(ii) Joint supervision of PhD students in the areas of interest.

RESEARCH COLLABORATION

Faculty from both Institutions will collaborate in the joint research in the disciplines of mutual interest. All such joint research activities will be governed by the terms as given below:

(i) Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each Institution, or his/her nominee.

(ii) Each Institution will nominate one of its members as its representative in charge of the cooperative programme. Individual programme of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.

(iii) Procedures followed in any activity under this Memorandum will be reviewed and approved by designated authorities of both parties.

(iv) Neither K.R. Mangalam University, Gurugram nor Panipat Institute of

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Engineering and Technology, Panipat will be held responsible for any liability to the party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.

(v) Every collaboration will have its own agreement / contract which shall address issues such as IPR, funding pattern, usage policies of research facilities, disclosure of information, etc.

FACULTY COLLABORATION

(i) Pursuant to the agreement for academic exchange, the K.R. Mangalam University, Gurugram and the Panipat Institute of Engineering and Technology, Panipat may invite faculty to deliver guest lectures, organize FDPs and engage in joint guidance of research projects according to the terms mutually agreed by both parties.

(ii) Participants will be subjected to the rules and regulations of the host Institution.

(iii) The scope and duration of the collaboration may be amended and/or extended through the joint agreement further with the consent and approval of both the parties.

I. TERMS AND CONDITIONS OF COOPERATION:

(i) The Panipat Institute of Engineering and Technology, Panipat and the K.R. Mangalam University, Gurugram shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;

(ii) The Panipat Institute of Engineering and Technology, Panipat and the K.R. Mangalam University, Gurugram may offer summer internships / summer schools / winter schools offered at these Institutions to the undergraduate and post graduate students from time to time on mutually agreeable terms and conditions;

(iii) Ph.D. candidates in interdisciplinary areas of research from the K.R. Mangalam University, Gurugram can work under the co-supervision of the faculty members of the Panipat Institute of Engineering and Technology, Panipat,

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Provided that the faculty at Panipat Institute of Engineering and Technology, Panipat acting as co-supervisor fulfills the norm as per the University Grants Commission (Minimum Standard and Procedures for Award of Ph.D. Degree Regulations, 2022);

(iv) Faculty members from each of these Institutions shall be invited for seminars, conferences and for teaching at undergraduate/ postgraduate/doctoral level. The financial implications shall be worked out on a case to case basis;

(v) The modalities for exchange of faculty members will be laid down through mutual discussion that should be made operational for a period of 5 years;

(vi) Research Scholars at both the Institutions shall be allowed to make use of the library resources and infrastructure of each other and to have academic interaction with the faculty;

(vii) Research Scholars and Teaching Faculty at both the Panipat Institute of Engineering and Technology, Panipat and the K.R. Mangalam University, Gurugram will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies (as may be permissible under the law), governments and other funding agencies;

(viii) Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement and as may be permissible under the law.

(ix) In case of any dispute that may crop up during execution of this Memorandum, the matter would be settled through arbitration by an Arbitration Committee of a member nominated each by two parties and one member will be jointly nominated by two parties.

II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by the Panipat Institute of Engineering and Technology, Panipat and the K.R. Mangalam University, Gurugram in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.

IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

(i) In respect of each project and programmes of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyright, patents, designs and confidential information pertaining thereto).

(ii) Neither party shall, at any time, disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

(iii) The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

VI. TERMINATION

(i) This memorandum shall come into force immediately upon its signature by the parties.

(ii) The validity of this Memorandum of Understanding is initially for a period of 5

years from the date of its execution and the same can be further extended on mutual agreement.

(iii) This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardizing the course work or registration of any of the students of either institution. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of understanding by the two parties.

For Panipat Institute of Engineering and Technology, Panipat

DIRECTOR
PANIPAT INSTITUTE OF ENGINEERING TECHNOLOGY
PATTI KALYANA (SAMALKHA)

1. WITNESS:

REGISTRAR
PANIPAT INSTITUTE OF ENGINEERING TECHNOLOGY
PATTI KALYANA (SAMALKHA)

2. WITNESS:

Dr. B.K. Verma
08/05/2023

For K.R. Mangalam University, Gurugram

1. WITNESS:

Dr. Pawan Kumar
Associate Dean Research.

2. WITNESS:

Dr Seema Rej
Associate Prof. SBAS