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EB 162001

Memorandum of Understanding

Indian Institute of Technology Palakkad
&
National Institute of Technology Calicut

This Memorandum of Understanding (hereinafter referred to as MoU), between Indian Institute of Technology Palakkad ("IIT Palakkad"), having its office at, Khanjikode, Palakkad, Kerala 678621 hereinafter referred to as "IITPKD" acting through the Centre for Industry Collaboration & Sponsored Research (IC&SR) to set up to promote, facilitate, coordinate and administer all the sponsored and consultancy projects of the Institute and functioning as the interface between the faculty and external funding agencies (government and private agencies), both national and international, represented by Dean of (IC&SR); and National Institute of Technology Calicut hereinafter referred to as "NITC", is a Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard.

A. K. M. S.

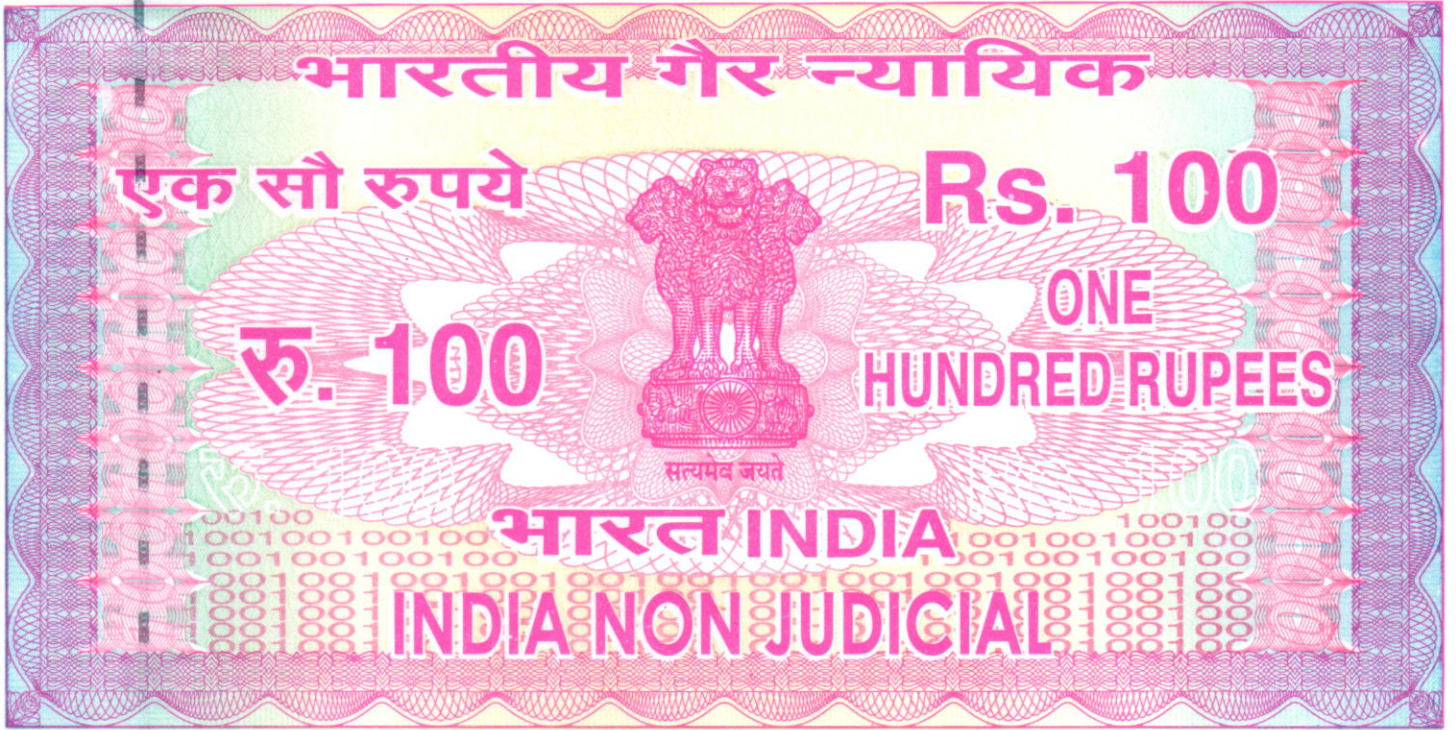
N. 3544. Value: 100/-
Dean ICSR, IIT. Palakkad.



S. R. O.
09/05/2023
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Page 1 of 9



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And Whereas NITC is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard.

And Whereas the Institutions herein wish to work jointly to promote education, research, technology development and its translation and to stimulate quality education and training to conduct joint collaborative research, develop an ecosystem of shared infrastructure for research, undertake multi centric trials of various research projects and promote inter-institutional cooperation; to develop and foster education, training, research & professional activities involving projects among students and faculty of the institutions thereby creating a research ecosystem with the sharing of knowledge, resource and infrastructure.

And Whereas the Institutions have thus decided to enter into an MoU in respect of academic and research areas of mutual interest/collaboration, terms and conditions, financial arrangements, modalities, responsibilities and

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S.R. O.

निदेशक / DIRECTOR 09/05/2023.

राष्ट्रीय प्रौद्योगिकी संस्थान कलिकट

National Institute of Technology Calicut

एन.ई.टी. कॉम्पस (पी.ओ.) कलिकट, केरल - 872015, भारत

PII Campus (P.O.) Calicut Kerala 872015 India

no. 3545.

value: 100/-

Dear ICSR,

117, Palakkad



obligations of the respective Institutions pertaining to any activity to be undertaken in furtherance to this MoU.

Wherefore the Institutions agree on the terms and conditions hereunder:

1. Collaborative activities & Implementation of the Project / Program

Both the Institutions agree, for mutual benefit, to develop the following collaborative activities in areas of mutual interest, namely.

1. **Collaborative Electives**

To offer UG & PG electives in collaboration with the faculty members of both the institutions in their areas of expertise.

2. **Internship UG and PG**

To grant permission to undergraduate/post graduate students of both Institutions to visit facilities of other Institution to carry out internship programmes.

3. **Project UG and PG**

To grant permission to the undergraduate/post graduate students of both Institutions to visit other Institution's R&D facilities/carry out their project works.

4. **External PhD of second Institution staff with first Institution**

To encourage scientists/project scientists/research fellows of NITC to seek admission with IITPKD for M.Tech./M.S./Ph.D. and other programmes as per IITPKD's admission norms and procedures.

5. **Joint PhD guidance**

To encourage PhD students of IIT PKD and NITC to have a joint supervisor from the other Institution to carry out their research/experiments at the facilities of both the institutions.

6. **Joint research projects**

To carry out joint research projects with internal resources or for joint approach of funding opportunities. Both Institutions will explore

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NIT Campus (F.O), Calicut Kerala

opportunities of undertaking joint research projects and may seek research funding from external funding agencies. Each research proposal shall require approval of the respective institutions and applicable regulatory bodies.

7. **Sharing of Research Facilities & Resources**

- i. To Share the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of respective Institution providing the facility to the other Institution.
- ii. To Exchange faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offerings of either institute.
- iii. To Exchange scientific materials and information of common interest including data, study reports, books, publications, course information etc. among the Institutions.

8 **Others:**

- I. To jointly organise/conduct national/international symposium / conference/ workshop / training programmes.
- II. Exchange of advice, information and assistance relating to areas of mutual interest
- III. To mutually host training programs / technical training sessions for project staff, students and faculty in specific areas requiring experimental and technical expertise

2. **Coordination**

- I. Both the Institutions will establish a "Joint Working Group" for coordination. Both the Institutions shall ensure that the Joint Working Group comprises of appropriate personnel, whose details to be shared in advance, to discuss and implement the measures mentioned in this MoU.

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Ramesh
निदेशक / DIRECTOR
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Campus (P.O.), Calicut Kerala 673 011 India

- II. IITPKD shall be represented by the Chairperson, Dean, Centre for Industry Collaboration and Sponsored Research (ICSR), Dean (Academics), along with other designated members from the Institute nominated as per Project/Program requirements.
- III. NITC shall be represented by the Director, Chairperson, and Centre for Industry Institutional Relations(CIIR), along with other designated members from the Institute nominated as per Project/ Program requirements;
- IV. Each Institution shall further appoint a research Coordinator and a Single Point of Contact (SPOC) to coordinate the activities on its behalf. Research Coordinator will periodically review the activities and identify ways to strengthen cooperation between the two Institutions for meeting the objectives of this MoU.
- V. Whenever required for compliance of the conditions of the third Institution funding, necessary approvals from their respective organisations shall be obtained.
- VI. These terms in this MoU shall be general for all the collaborative projects undertaken by the Institutions herein the Institutions shall execute separate MoUs, through the authorised signatories of both Institutions incorporating the specific and distinctive terms relevant to each of such projects undertaken by the Institutions herein subject to statutory compliance, if any.
- VII. All activities undertaken pursuant to this MoU will be carried out in such a manner so as not to digress from the established traditions and regulations of each Institution.

3. **Other General Conditions:**

1 **Monitoring & Progress evaluation**

Progress evaluation and monitoring regarding the outcome of MoU shall be done on a regular basis (Annually/ biannually/ quarterly). Shortcomings, if any, shall be addressed and an amendment has to be done accordingly to ensure smooth running of the activities targeted in the MoU.

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NIT Campus (P.O), Calicut Kerala

2 **Scope for Amendments/Modification:**

- I. The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexure to this MoU.
- II. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the Institutions or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

3. **Financial Obligations:**

- I. Research student/Project staff exchange: Unless otherwise agreed upon in writing for some particular case, travelling expenses shall be borne by the visitor's own institute/university as per their rules.
 - II. Faculty exchange: Unless otherwise agreed upon in writing for some particular case, expenses for travelling, stay, food etc. shall be borne by the visitor's own institute/university as per their rules.
- c. Neither Institution has any financial obligation to other Institution under this MoU. Specific financial agreements shall be executed between both Institutions on finalization of activities covered under this MoU and on case to case basis as and when required.

4. **Validity & Termination**

1. This MoU is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent.
2. **This MoU may be terminated:**
 - I. On either Institution giving the other Institution 6 months/1 year prior written notice;
 - II. On written notice by one of the Institutions if the other Institution has committed a breach of this MoU.

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SARASWATHI

निदेशक / DIRECTOR

राष्ट्रीय प्रौद्योगिकी संस्थान कलिकट

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NIT Campus (F.O), Calicut Kerala - 673601 India

- III. In the event of termination of the MoU, for whatsoever reasons, both Institutions agree to fulfil their respective commitments in respect of the other Institution Fellows and candidates taken on external registration category who are undergoing their academic programme at the time of termination.
- IV. Further, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student/staff from both the sides at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.
- V. Once terminated, neither Institution shall be responsible for any losses, financial or otherwise, which the other Institution may suffer.

1. **Dispute Resolution**

In case, there be a dispute relating to any aspect of academic cooperation shall be addressed amicably by the joint working group abiding to the rules and regulations of both the institutes.

If it cannot be resolved at this level, Director, first Institution and Dean, second Institution or their nominated representatives shall jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

5. **Intellectual Property**

Rights regarding publications, patents, royalty, and ownership of software/design/product developed, etc. under the scope of this MoU shall be decided by the two Institutions by mutual consent on a case to case basis, and in general financial terms of royalty will be 50%, unless otherwise specified.

6. **Non-discrimination**

Both the Institutions agree not to discriminate against any person because of age, gender, national origin, race, ancestry, colour, religion, creed, disability or handicap and sexual orientation. Neither institution

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Page 7 of 9

निदेशक / DIRECTOR

राष्ट्रीय प्रौद्योगिकी संस्थान कालिका

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NIT Campus (P.O.), Calicut Kerala - 670 602

shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

7. Code of conduct

Visiting student, staff and faculty will abide by the codes of conduct of the host Institution.

8. Legal status & Arbitration:

1. This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the Institutions. Any disputes shall be resolved through mutual discussion.

2. In the event of any dispute or difference between the Institutions hereto, such disputes or differences shall be resolved amicably by mutual consultation.

If such dispute or difference is not resolved, then such difference shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon Institutions to the dispute.

The arbitration proceeding shall be held at Calicut. This MoU shall be governed and interpreted in accordance with the Indian Laws.

9. Exclusivity & Confidentiality:

I. This agreement is personal to both Institutions and neither Institution can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other Institution.

II. Both Institutions shall not disclose, share or transfer any Intellectual property, confidential information, Research Data & Information, Financial & Technical information and any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third Institution without written consent from the other Institution.

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R. Prasad

निदेशक / DIRECTOR

राष्ट्रीय प्रौद्योगिकी संस्थान कलिकट

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10. **Conflict of Interest:**


Both Institutions confirm that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MoU.

IN WITNESS WHEREOF the Institutions hereto have signed this MoU on this 23rd June 2023 at Palakkad.

Indian Institute of Technology Palakkad

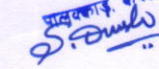
Name: Prof. A. Seshadri Sekhar

Designation: Director

Signature: 

Date:

Witness:

Signature: 

Name & Designation: Dr Dinesh Setti


Assistant Professor-Department of
Mechanical Engineering



National Institute of Technology, Calicut

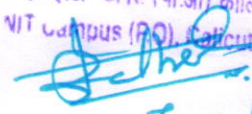
Name: Dr Prasad Krishna

Designation: Director

Signature: 

Date: 23/06/2023

Witness:

Signature: 

Name & Designation: Dr Jose Mathew

Chairperson, Centre for Industry Institutional Relations (CIIR)
National Institute of Technology Calicut
Calicut , Kerala- 673601, India

