

MoU

(MEMORANDUM OF UNDERSTANDING)

Between



INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI
Guwahati - 781039, Assam, INDIA

&

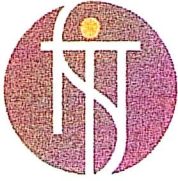


NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM
Ravangla, South Sikkim - 737139, Sikkim, INDIA

Date: 06/12/2021

CAV

HL



Memorandum of Understanding

Between



INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI

Guwahati - 781039, Assam, INDIA

AND

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

Ravangla, South Sikkim – 737139, Sikkim, INDIA

1. PREAMBLE

The **Indian Institute of Technology Guwahati**, incorporated under the Institute of Technology Act 1961 as amended by the Institute of Technology (Amendment) Act, 1994 and established in 1994 (hereinafter referred to as “**IITG**”). Indian Institute of Technology Guwahati, the sixth member of the IIT fraternity, commenced its academic programmes in 1995. IIT Guwahati is officially recognized as an Institute of National Importance by the Government of India.

and

The **National Institute of Technology Sikkim** established under the NITSER Act 2007 (hereinafter referred to as “**NITSKM**”), commenced its academic programmes in 2010. National Institute of Technology Sikkim is managed by Ministry of Education, Government of India. NIT Sikkim is officially recognized as an Institute of National Importance by the Government of India.

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG) and NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM (NITSKM), hereinafter collectively referred to as ‘the Parties’ and individually as ‘the Party’ formally agree on a Memorandum of Understanding (MoU) as follows:

The Director of Indian Institute of Technology Guwahati (IITG) and the Director of National Institute of Technology Sikkim (NITSKM), for the purpose of furthering cooperation in education and R&D activities between these two institutions, hereby affirm their intent to promote such academic collaborations and to participate in various academic endeavors.

Can

nyl

2. OBJECTIVES:

This MoU envisages the fulfilling of the following objectives:

- (a) ***IITG administrative support to NITSKM:*** Cooperation between IITG and NITSKM for improving or initiating new Bachelors, Masters and Doctoral programmes at NITSKM.
- (b) ***Internship programme at IITG:*** Under this programme, UG/PG/PhD students of NITSKM will visit IITG for a period of 2 to 8 weeks to attend a summer internship programme either specifically designed and offered or as part of ongoing research at IITG. IITG may charge a fee per participant, on mutually agreeable terms, to cover the project related costs, if any.
- (c) ***Joint Degree programmes:*** IITG and NITSKM will explore possibilities of facilitating NITSKM students (at UG, PG, and PhD level) to attend, as visiting students, semester long courses offered at IITG, as per terms of IITG including a fee, where ever necessary, as fixed by norms of IITG. NITSKM may work out its own mapping of credits for its own purpose of credit transfer.
- (d) ***IITG Faculty support to NITSKM:*** IITG may permit its faculty to visit NITSKM for short durations ranging from one week to one year to teach at NITSKM, on mutually agreeable terms, for capacity enhancement at NITSKM.
- (e) ***NITSKM Faculty support to IITG:*** IITG may consider requests from NITSKM Faculty to visit IITG as 'Visiting' Faculty members, as per their designations, for research and teaching activities at IITG for limited durations, on mutually agreeable terms.
- (f) ***Short term training programmes:*** Development and organization of short-term training and certificate courses by IITG and enabling NITSKM faculty/staff/students to take part in ongoing continuing education programmes and courses of IITG.
- (g) Enabling NITSKM students to explore possibilities of pursuing their Masters and Doctoral programmes at IITG on a full-time basis, as per existing IITG norms.
- (h) Cooperation from IITG for development of new areas of research and development at NITSKM.

- (i) **Guidance in infrastructure development:** Extension of technical cooperation in the form of knowhow from IITG for infrastructural development, management and upgradation of library and teaching/research laboratories facilities at NITSKM.
- (j) **Joint Twining Programmes:** Explore possibilities of joint twining programmes in interdisciplinary areas of specialization of high relevance to both the Parties, as per existing norms.
- (k) **Centre of Excellence:** Creation of Centre of Excellence in specialized fields of mutual interest in different areas of science, engineering, technology, management, and humanities for academic partnership and research center development.
- (l) **Joint short term programmes and workshops:** To jointly organize short term continuation programmes, seminars, conferences on topics of mutual interest and invite faculty members from both the institutions to participate.
- (m) **Use of Logo and name:** Each of the institutions will maintain their independent identity, logo symbol, image and make no other claims in their publicity material, media, websites, which is termed to be beyond the scope and nature of activities as incorporated in this memorandum. Each Party will consult with and concur with the other Party to use the names of the officials / faculty members, and the logo for the activities under this MoU including dissemination of results and outcome under this MOU, in public.

3. COORDINATORS:

The Director, IITG and the Director, NITSKM shall be primarily responsible for this cooperation at IITG and NITSKM, respectively. They may delegate their authority to coordinators whose responsibility will be to:

- (a) Initiate action at their respective institutions to implement the provisions of this MoU.
- (b) Coordinate and monitor the activities initiated under this MoU.
- (c) Undertake official visits to each other's institutions to operate articles coming under this MOU.
- (d) National regulations and customs shall be mutually respected by all.



4. SETTING UP OF OUTREACH COLLABORATION CELL/OFFICE:

NITSKM shall endeavor to earmark / identify a distinct room/space in their institution to operationalize this MOU by coordinators of either institution. The space shall be labeled as **“National Institute of Technology Sikkim - IIT Guwahati Collaboration Office”**.

5. GENERAL PROVISIONS:

- (a) This MoU shall have an initial duration of FIVE years from the last date of signature, unless either Party gives a six-month notice of termination. This MoU may be extended further, in five-year increments, after review and by mutual written agreement.
- (b) This MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated and approved by the management levels of each Party.

6. FINANCIAL OBLIGATIONS:

There will be no financial obligations on both the Parties under this agreement.

7. INTELLECTUAL PROPERTY:

IITG and NITSKM agree to respect each other's right to INTELLECTUAL PROPERTY. Further, all rights linked to ideas, inventions and patents generated during the MoU, if any, shall remain the common intellectual property of the Parties. The Parties shall not pass on or give usage rights of such property to any third Party without the consent of the other Party. Any such research collaboration to be taken up during due course of time under the ambit of this present MoU shall be legitimized by signing an agreement.

8. DISPUTE SETTLEMENT:

Any dispute, controversy, or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by the Parties amicably through mutual consultations and negotiations.

9. LIABILITY:

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each hereunder.



10. LEGAL RELATIONSHIP:

This MOU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be construed to create any legal relationship between the Parties. Details of specific cooperation will be determined on a case – by – case basis and by mutual agreement consistent with this memorandum of understanding.

Signed at Guwahati / Ravangla on this 6th day of December, 2021, in two originals in the English language, one for each Party.

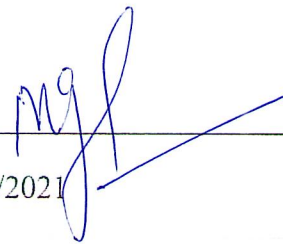
In witness thereof, both the Parties have caused this MoU to be signed by their duly authorized representatives.



Date: 06/12/2021

Prof. T. G. Sitharam
Director
Indian Institute of Technology Guwahati
Guwahati – 781039, Assam, India

T. G. SITHARAM
DIRECTOR
Indian Institute of Technology Guwahati
Guwahati-781039



Date: 06/12/2021

Prof. Mahesh Chandra Govil
Director
National Institute of Technology Sikkim
South Sikkim – 737139, Sikkim, India

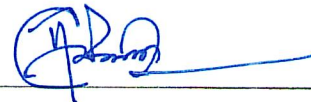
Witness:



Date: 06/12/2021

Prof. A.S. Achalkumar
Dean, Outreach Education Programme
Indian Institute of Technology Guwahati
Guwahati – 781039, Assam, India

Witness:



Date: 06/12/2021

Dr. Achintesh Narayan Biswas
Registrar
National Institute of Technology Sikkim
South Sikkim – 737139, Sikkim, India