

MEMORANDUM OF UNDERSTANDING (MoU) FOR ACADEMIC AND RESEARCH COLLABORATION

This MoU is made and executed at Director Office on this date of 7th January of the year 2022.

BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM having its campus at Ravangla, South Sikkim, PIN 737 139, INDIA (hereinafter referred as **NIT Sikkim**) which expression shall, unless repugnant to the context thereof, include its successors, assignees and/or nominees)

And

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR, Rajasthan (hereinafter referred to as MNIT), An Institute of National Importance under Ministry of Education (MOE), Govt. of India and having its main campus at Malaviya Nagar, J.L.N. Marg, Jaipur (India) -302 017 and represented by its Director

Whereas

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM is an Institute of National Importance, established in 2010 by the Ministry of Human Resource Development (presently Ministry of Education), Government of India and governed by the provisions of The National Institute of Technology Act 2007. The Institute is created as a center for imparting high quality education and conducting research in engineering, basic sciences and humanities.

Whereas

Malaviya National Institute of Technology Jaipur is an Institute of national importance governed by the provisions of The National Institute of Technology Act 2007. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

The **NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM** and **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR** have agreed to collaborate on academic and research activities through this Memorandum of Understanding as mentioned hereunder: -

1. Scope of this Memorandum of Understanding

Both the parties in principle agree to collaborate in the following areas:

- 1.1. Student and Research Scholar Exchange
- 1.2. Faculty Exchange
- 1.3. Staff Exchange
- 1.4. Joint Research, Consultancy Initiatives
- 1.5. Joint Courses/ Programs
- 1.6. Joint Organization of Academic Activities, such as Conferences/Seminars
- 1.7. Access to Each Other's Physical and Virtual Infrastructure
- 1.8. Help in Development of Infrastructure
- 1.9. Joint Training & Placement Activities
- 1.10 Joint Alumni Initiatives

1.1. Student and Research Scholar Exchange

Pursuant to the agreement for academic exchange, NIT Sikkim and MNITJ will exchange students / research scholars pursuing Ph. D., according to the terms laid out in this MoU. It is desired by both parties that there will be significant flow of students in both directions regularly. The student exchange program shall be extended to all categories of students, such as B. Tech., M. Tech., M. Sc. and Ph. D. in all branches of the Institutes and also allow taking all kinds of courses, such as theory, laboratory, workshops, Ph. D. course work, in the other Institute.

1.1.1. Designation: Students / Research Scholars under the Student Exchange Program will be designated as special exchange students. Special exchange students will be permitted to take courses on credit/audit, as well as participate in research activities/project work.

1.1.2. Supervisor Consent: In all the cases, the consent of the teacher / project supervisors /research supervisors is required from the respective Institute. Such consent will take into account among other things whether the student has pre-requisites for the course / project.

1.1.3. Fees: Neither Institution will require admission or tuition fees of exchange students under this MoU. The exchange students will pay tuition and other fees at their home Institution. However,

living costs like hostel and mess charges may be levied at par with the rates of the host Institute. Any course specific charges may also be levied by the host Institution.

1.1.4. Credits Transfer: Course credits and grades earned will be determined by the home Institution based on the grade report from the host Institution. Such credit points earned / subjects studied may be included in the grade sheets of the students, subject to the rules and regulations of the home Institution. Research scholars will be allowed to take full/part of their Ph.D. specific course work in the host Institute and the credit shall be transferred as per the rules and regulations of the home Institution.

1.1.5. Number of Students: Number of students that each Institution will accept each year in different programs/categories of the host Institution shall be determined mutually by the Institutions.

1.1.6. Tenure: Special Exchange Students ordinarily shall not spend more than one year in the exchange program. However, in special cases, subject to approval of both the Institutions, they may be allowed extended stay at the host Institution.

1.1.7. Discipline: Participants will be subjected to the rules and regulations of the host Institution, in addition to specific rules and regulations, if any, of the host country regarding foreign students studying in the host country. The host Institution will inform the home Institution of any academic or other problems that may arise during the period of student's residence in the host Institution. The host Institution will take appropriate action under its established policy and procedures, in consultation with the home Institution to deal with such problems.

1.1.8. Internships: During vacations each Institute will support / give preference to the students, of the other Institute to avail internships at its departments/centres/schools/facilities. The number of student interns shall be decided by the host Institution while the home Institution shall recommend the names of the students.

1.1.9. External Expert: The Institutes will support each other for evaluations of BTech/MTech/MSc projects and dissertations by visiting the host Institution of the students as per invitation. The TA/DA and local hospitality will be supported by the inviting Institution.

1.1.10. Joint Supervision: Where the exchange student is pursuing research or implementation of project as part of the B.Tech., M. Tech, M.Sc. or Ph. D. (or equivalent) degree programme, the host Institution will provide suitable faculty member(s) to jointly assist/host (along with the supervisor in the parent Institution) the exchange student in formulating research project or jointly supervise the exchange student in the event that a research project has already been identified. In

case of joint supervision, the student will remain solely registered in the original Institute where s/he was admitted. S/he will not be counted while calculating the number of available slots of Ph. D. students registered under the faculty of the other Institute and just be a supernumerary Ph. D. student of the faculty member of the other Institute.

1.1.11. Selection and Nomination

The selection and nomination of students is open throughout the academic year. The student nomination should be accompanied by:

- Curriculum vitae.
- Statement of aptitude from a member of the student's school/ faculty.
- A specific outline of the programme of study at the host Institution and a statement of objectives of the student with deliverables.

When a nomination is forwarded by the home Institution, it is presumed that the home Institution considers the student suitable for the proposed programme and consents to send the students if selected by the host Institution.

The host Institution will evaluate the nomination and determine their suitability for selection under the Student Exchange Program.

1.1.12. Bonafide Studentship: An exchange student will continue to be treated as full-time student at her/his home Institution. S/he shall be considered as full-time "exchange" student at the host Institution.

1.2. Faculty Exchange

NIT Sikkim and MNITJ mutually agree to identify various areas of interest, and invite/depute faculty members to participate in research or development programs. The Institutes shall promote collaboration in teaching, research & development, and consultancy studies in the field of mutual interest and promote participation in seminars, symposiums, and other types of academic discussions.

1.2.1. Teaching Courses: Both the Institutions shall identify and make available faculty members to teach part-time/full-time classes in the host Institutions for a part of/entire semester(s). Such

identified faculty may be designated as Guest/Visiting/Adjunct faculty in accordance with the regulations, norms and procedures of the host Institution.

1.2.2. Dissertation Supervision: Both the Institutes shall encourage their faculty members for joint supervision of dissertations/projects of B. Tech./M. Tech./M. Sc./Ph. D. students.

1.2.3. Faculty interactions: Both Institutions shall encourage and/or organize regular faculty interactions/meets to promote teaching and research collaborations.

1.2.4. Short-term research visits: The faculty members of each Institute shall be encouraged/deputed on short-term visits to other Institute for conducting research.

1.2.5. Faculty Development Programs (FDP): Both the Institutes shall encourage / depute faculty members to participate in Faculty Development Programs (FDP) in the other Institute, and also participate in training programs in instrumental facilities. An Inter Institution Two year Post-Doctoral Fellowship programme may be floated, through which the faculty members of the partner institutes may enrol for a two year programme at the partner institute, in which they will be allotted an individual mentor under whom they will work as a research fellow.

1.2.6. Exchange of Learning Resources: Both the Institutes shall encourage their faculty members to share, collate their scientific / technical / literature / teaching/learning resources.

1.2.7. Funding: The TA/DA and local hospitality for faculty members shall be supported by the inviting Institution. Terms and conditions for each visit or an assignment, including those concerning honorarium / salary/leave/allowances/stipend/travel/housing of the concerned faculty member shall be worked out as per the regulations of the home and host Institutions. Notwithstanding this, both the parties shall examine ways to identify external financial resources to fund such visits.

1.3. Staff Exchange

1.3.1. Technical Training: Both the Institutes shall encourage / depute their laboratory / technical staff for technical training in handling sophisticated instruments / equipment by way of attending short term courses / workshops / or short-term visits to particular department / centre / facility as may be approved by the home and host Institute.

1.3.2. Administrative Training: Both the Institutes shall encourage / depute their office / library staff for administrative training in the other Institute by way of attending short term courses /

workshops or short-term visits to particular department / office / centre / facility as may be approved by the home and host Institute.

1.4. Joint research, Consultancy Initiatives

1.4.1. Both the Institutes agree to help identify and invite faculty members from the other Institution to participate in research or development programs. Both the Institutes shall encourage collaboration in research and education in areas of mutual interest, through reciprocal arrangements for faculty and research scholar exchanges

1.4.2. Both the Institutes agree to promote interdisciplinary research among the faculty members of either Institute.

1.4.3. Depending upon the involvement, due acknowledgement, authorship shall be given for publication, patents.

1.4.4. Both the Institutes shall encourage their faculty members to participate in joint consultancy projects.

1.4.5. For accomplishing research projects, both the Institutes shall allow each other's faculty and research scholars to access research facilities in their Institute.

1.4.6. Both the Institutes should encourage their faculty members / research scholars to jointly submit research proposals to external funding agencies.

1.5. Joint Courses / Programs

1.5.1. Both the Institute will encourage floating of joint courses/ programs.

1.5.2. Both the Institutes will encourage floating short-term courses.

1.5.3. Participation in Ph. D. Course Work: Both the Institutes agree to allow their research scholars to take-up specific Ph. D. course works in the other Institute. Course credits and grades earned will be determined by the home Institution based on the grade report from the host Institution. Such credit points earned / subjects studied may be included in the grade sheets of the students subject to the rules and regulations of the home Institution.

1.6. Joint organization of academic activities, such as Conferences / Seminars

1.6.1. Organizing: Both the Institutes will encourage their faculty members individually or collectively through department / centres / schools to jointly organize conferences / seminars / workshops / short-term courses / faculty & staff development programs.

1.6.2. Use of Physical Infrastructure: To organize such programs, both the Institutes shall allow use of their physical infrastructure, such as seminar halls, guest houses, hostels, departmental facilities, etc. as per the norms of the host Institute.

1.6.3. Funding: Both the Institutes shall try to fund such activities as far as practicable under the rules, depending on the availability of funds of the Institute. Also, both the Institutes shall explore means of securing external grants, sponsorships etc.

1.6.4. Fellowship/ salary of exchange student/ research scholar/ staff/faculty shall be governed by the rules and regulations of the parent Institution.

1.7. Access to each other's Physical and Virtual Infrastructure

For accomplishing research activities, organization of conferences / seminars, studies / training of exchange students, faculty, research scholars, staff members of both the Institutes, either Institute shall allow access to the following infrastructure:

1.7.1. Laboratory: Both the Institutes will allow access to their departmental laboratories and instrumental facilities

1.7.2. Central Instrumental Facilities (if any): For high end research, both the Institutes will allow each other access to their respective central instrumental facilities.

1.7.3. Library: Both the Institutes will allow each other access to their respective libraries, including access to the electronic resources.

1.7.4. Accommodation: Both the Institutes shall provide accommodation to each other's faculty, research scholars, staff and students, in campus guest houses, hostels as far as practicable.

1.7.5. Computing Facilities: Both the Institutes will allow each other access to the computing facilities, including HPC.

NI

Ret

1.7.6. Remote Access: Both the Institutes will try to allow remote access to their electronic resources as far as practicable and technically feasible subject to the rules and regulations of the host Institute in this regard.

1.7.7. Service Charges: Under the MoU for accessing all the above facilities (a) either the host Institute will charge the other Institute at par with their own rates or (b) as may be mutually decided.

1.8. Helping in Development of Infrastructure

Under this MoU, the partner Institutes will help each other in developing physical and virtual infrastructure:

1.8.1. Setting-up and Development of Laboratories, Workshops, Instrumental and Computing Facilities.

1.8.2. Development of Library, E-resources

1.8.3. Development of Administrative Set-up

1.8.4. Development of Curricula

1.8.5. Formulation of academic and administrative rules and regulations

1.9 Joint Training & Placement Activities

The partner institutes may access each other's training and placement facilities. This may be initiated through the appointment of a Faculty member on the part of both the partner institutes who may act as collaborators for the same.

1.10 Joint Alumni Initiatives

An Inter Institute Alumni Club may be formed through the creation of an online portal facilitating interaction between the alumni of the partner institutes.

2. Commencement, Tenure, Review, Renewal and Termination

2.1. Commencement: This Memorandum of Understanding (MoU) shall commence on the date of signing of this MoU.

2.2. Tenure: The initial tenure of this MoU shall be of FIVE (05) YEARS, thereafter extendable upon review of activities and mutual interest.

2.3. Review: This MoU and the actions taken under it may be reviewed at any time or after specific periods as may be mutually agreed by both the Institutes. Modifications or amendments may be made by mutual agreement.

2.4. Renewal: Based on performance review of the activities taken up under this MoU, the Institutions may extend this MoU for mutually agreed period.

2.5. Termination:

2.5.1. Either Institution may terminate this MoU by giving written notice to the other Institution six months in advance. However, both the Institutions shall ensure that all activities in progress are allowed to complete successfully.

2.5.2. Without prejudice to any other remedies both parties shall have the right at any time by giving notice in writing to each other for terminating this MoU forthwith in the event of any party committing breach of the terms or conditions of this MoU.

3. Coordination

3.1. Institute Coordinator: Each Institution shall appoint one member of its teaching/research faculty to coordinate on its behalf. S/he shall be designated as “Institute Coordinator”.

3.2. Coordination Committee: Further, a coordination committee may be constituted consisting of (a) Director, NIT Sikkim or his/her nominee, (b) Director, MNITJ or his/her nominee, (c) Specific Programme/ Activity Coordinators from each side to periodically review and identify ways to strengthen cooperation between the two Institutions.

4. Arbitration

4.1. Should there be any dispute relating to any aspect of academic cooperation, Director, NIT Sikkim and Director, MNITJ or their nominees will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibilities. Such resolutions ordinarily shall be binding on each party.



4.2. Legal Effects: Nothing in this Memorandum shall be construed as creating any legal relationship between the Institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

5. Liabilities and Indemnity

5.1. Liabilities: The financial liability arising from the activities on either parties shall be limited to the total charges decided upon for the use of respective facilities and manpower costs, if any. However, any damage to the equipment, resources, or facilities of one party brought about by negligence or intentional misuse by the personnel of the other party will be chargeable at actual; required for repairing/replacing the equipment/resource/facility. Joint decision of heads of the Institutions shall be final and binding on this matter and any related disputes thereof.

5.2. Indemnity:

5.2.1. Each party shall indemnify the other party from any claims arising out of injuries, death of personnel of one party at the premises of the other.

5.2.2. Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

5.2.3. Neither Institute will be held responsible for any liability to any 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.

6. Intellectual Property

6.1. IPR Policy: NIT Sikkim and MNITJ agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU shall be worked out on case-to-case basis, and shall be consistent with the officially laid down IPR policies of the two Institutions.

6.2. Commercial Licensing: For licensing and/or commercialization of such activities, the Institutes shall share credits as per mutual understanding.

6.3. Consultancy: In cases of joint consultancy projects, the earned fees shall be shared by both the Institutions as mutually agreed upon as per the officially laid down policies of the Institutes.

7. Financial Implications

Both the parties acknowledge and understand that all financial arrangements, if any, will be subject to prior written agreement and availability of funds for each activity / program / project undertaken.


Now, based on the aforementioned promise(s) in good faith, the parties put their signatures on this Memorandum of Understanding on 7th January 2022.


For

For

**National Institute of Technology
Sikkim**

**Malaviya National Institute
of Technology Jaipur**


Prof. Mahesh Chandra Govil
Director
NIT Sikkim


Prof. A.P.S. Rathore
Director
MNIT Jaipur

WITNESSES

1.


7/01/22

1.


7/01/22

Date: 7 / 01 / 2022

Date: 7 / 01 / 2022

Place: Jaipur

Place: Jaipur