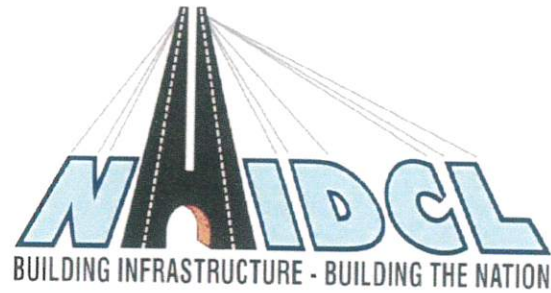


MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

AND



NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

ONE HUNDRED RUPEES

दि'रुण' वक्रु' षड'प'।



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NON-JUDICIAL

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SI. No. B 234537

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
AND

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

This Memorandum of Understanding (MoU) is executed on the 4th day of November in the year 2022 at Regional Office NHIDCL Gangtok, Sikkim.

BY AND BETWEEN

National Highways & Infrastructure Development Corporation Limited, a company incorporated under the Companies Act, 2013, having its corporate office at 3rd floor, PTI Building, 4th Parliament Street, New Delhi 110001 (hereinafter referred to as "NHIDCL") represented by its Managing Director Sh. Chanchal Kumar, which expression shall include its successors-in-interest, permitted assigns and successors-in-interest) of the FIRST PART.

AND

National Institute of Technology Sikkim having its office at Ravangla, Sikkim (hereinafter referred to as "NIT Sikkim") represented by Prof. Mahesh Chandra Govil, Director NIT Sikkim, which expression shall unless repugnant to the context or meaning thereof mean and include its successors in-interest, permitted assigns and representatives of the SECOND PART.

NHIDCL and NIT Sikkim shall hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties".



1. PREAMBLE:

- a. National Highways and Infrastructure Development Corporation (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways, Government of India. The company promotes surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighbouring countries.
- b. NIT Sikkim is an Institute of national importance with a vision to be a centre of excellence in education and research, producing global leaders in science, technology and management; to be a hub of knowledge creation and technology development that prioritizes the frontier areas of national and global importance to improve the life of every citizen of the country.
- c. Both NHIDCL and NIT Sikkim are leading premier national organisations in their respective fields and are desirous of working together to work as a team to achieve national objectives, undertaken with their best abilities and maximum mutual cooperation with intent of helping each other.

NOW, THEREFORE:

2. OBJECTIVES OF THE MOU

- a. The purpose of this MoU is to establish the basis of collaboration between both the parties such that the NHIDCL and NIT Sikkim can take up various activities of common interest such as sharing knowledge on innovative ideas and technologies in the field of highway engineering and others as per mutually agreed terms and conditions.
- b. The MOU provides a formal basis for initiating interaction between NHIDCL and NIT Sikkim.
- c. Each activity will be governed by its specific terms and conditions as mentioned in the respective proposals and agreed to by both parties, in writing.

3. CONFIDENTIALITY

- a. Each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty (30) days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can demonstrate that this information:
 - is in the public domain at the time of disclosure; or comes within the public domain without fault of the receiving party;
 - is already known or become known to the receiving party;



- is received from a third party;
- is independently developed by the receiving party; or
- is required to be disclosed by operation of law, regulation or court order.

4. NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be nonexclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

5. TERM AND TERMINATION

This MOU, unless extended by mutual written agreement of the Parties, shall expire after three (3) years from the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either Party shall have the right to unilaterally terminate this MOU upon thirty (30) days prior written notice to the other Party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Collaboration Agreement, Confidentiality clause or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination, for respective periods as stated in any such Collaboration Agreement or in the case of the aforestated clauses, for a period of two (2) years thereafter.

6. RELATIONSHIP

Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose. This MOU is legally non-binding in nature upon both parties.

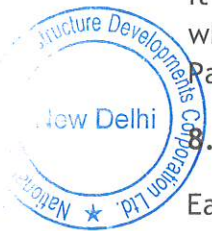
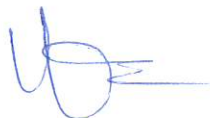
7. ASSIGNMENT

It is understood by the Parties herein that neither party shall assign this MOU in whole or in part to any other party, without the prior written consent of the other Party.

8. COMPLIANCES

Each Party agrees to perform its activities in compliance with all applicable statutes and regulations that are in force at that time.

9. DISPUTE RESOLUTION



In case of any dispute, difference or controversy of whatever nature, however, arising under or out of this Memorandum of Understanding between the parties, and so notified in writing by either party to the other party (the "Dispute") shall in the first instance, be attempted to resolve amicably by way of conciliation procedure between Director, NIT Sikkim and MD, NHIDCL.

If the dispute is not resolved amicably by way of the conciliation procedure, the same shall be decided by the Sole Arbitrator, to be appointed by NHIDCL. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The venue of such Arbitration shall be at Delhi and the language shall be English.

10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED.

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM.

By :

By :


4/11/22


4/11/2022

Name : Sh. Chanchal Kumar

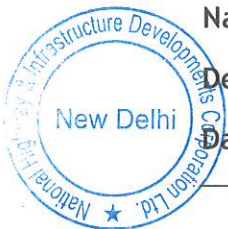
Name : Prof. Mahesh Chandra Govil

Designation : Managing Director

Designation : Director

Date : 04th November, 2022

Date : 04th November, 2022




Witness:

1.


RAJEEV KUMAR
ED RO SIKKIM

2.



(R.K. SINGH)
ED(T), NHIDCL

Witness:

1. Dr. Achintesh N. Biswas


4/11/2022

2. Mr. Ram Nepal


4/11/2022