

MEMORANDUM OF UNDERSTANDING

Between



BABOL NOSHIRVANI UNIVERSITY
OF TECHNOLOGY (BNUT), IRAN

And



NATIONAL INSTITUTE OF TECHNOLOGY
SRINAGAR, J&K, INDIA



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed on this 26th day of April 2021,
"(hereinafter referred to as the Effective Date)"

between

National Institute of Technology Srinagar, a Centrally Funded Technical Institute, established under National Institutes of Technology Act, 2007, having Educational Campus & Administrative Offices at Hazratbal, Srinagar, J&K-1 90006 (hereinafter referred to as the NIT Srinagar & acting through its **Director, Prof. Rakesh Sehgal** as its "Signing Authority", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) of the FIRST PART.

and

Babol Noshirvani University of Technology, a technical university located at Shariati Av., Babol, Mazandaran, Iran Postal Code: 47148 - 71167, IRAN (<http://en.nit.ac.ir/>). (hereinafter for the sake of brevity referred to as "BNUT" & acting through its **Chancellor, Prof. Javad Vaseghi Amiri** as its "Signing Authority", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART,

NIT Srinagar and BNUT are hereinafter individually referred to as "Party" and collectively as "Parties",

Whereas;

NIT Srinagar is a leading World Class Research and Technical Engineering Institute playing a significant role in National and Global Knowledge Network thus empowering India with the Wings of Knowledge and Power of Innovations. In taking various initiatives to enhance its academic and research capabilities, **NIT Srinagar** has established partnerships with various organizations.

BNUT was founded in 1970 by a great benevolent & honorable man and one of the greatest philanthropists of Iran, Late *Seyed Hossein Fallah Noshirvani*. The university with regional leadership in academic and research excellence is located in Babol a city in the north of Iran, 20 km south of the Caspian Sea.

The institutions shall at all times for the common benefit of the institutions agree to use their best endeavour to ensure the success of this Memorandum of Understanding.

The institutions are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis for cooperation and collaboration between the institutions upon the terms as contained herein.



NOW THE INSTITUTIONS HEREBY AGREE AS FOLLOWS:

ARTICLE 1 OBJECTIVES

- 1.1 The Institutions, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations of the respective country from time to time in force, will endeavor to promote and expand international development, understanding by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff and faculty members of **BNUT** and **NIT Srinagar**.
- 1.2 Each institution will endeavour to take necessary steps to encourage and develop an academic exchange in the area of education and research, and have agreed upon the following activities listed in Article 3 of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Institutions agree that the list of activities listed in Article 3 and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Institutions.
- 1.4 For the attainment of these goals, both organizations agree to identify areas for training and prepare marketing proposal to achieve the objectives of the Memorandum.

ARTICLE 2 IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Institutions agree to appoint an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on respective campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts/faculty members and arrangements associated with their visits.

These authorities, or the administrator to whom they delegate their authority shall have to sign specific agreement for project execution, both authorities agree to name a coordinator for their respective organizations whose responsibility shall be to make sure that eventual agreements are implemented in letter and spirit. These coordinators shall act in consensus, and they shall be vested with enough authority so as to ensure satisfactory project execution.

- A. Administrative Coordinator for BNUT: Dr. Mustafa Rahimnejad and
- B. Administrative Coordinator for NIT Srinagar: Dr. Harveer Singh Pali.
- C. Administrative Coordinator for NIT Srinagar: Dr. Ranjeet Kumar Rout.



ARTICLE 3 SCOPE OF COOPERATION

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), NIT Srinagar and Babol Noshirvani University of Technology agree to explore the following collaborative activities:

- i. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and the specific department.
- ii. Exchange of undergraduate and graduate students with the objective of enrolling students in Short Term Courses appropriate to their year and area of study.
- iii. Support reciprocity in university extension activities of common interest.
- iv. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- v. Develop joint research projects and joint publications.
- vi. Conduct mutual international conferences and workshops and offer dual certificates.
- vii. Exploring the possibility to conduct double degree programs, subject to the regulatory permissions in both countries.
- viii. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

* The lists is not exhaustive and may be ammended from time to time with the mutual agreement of the Institutions.

ARTICLE 4 FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one institution to the other.



- 3.2 Each institution will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
- i. jointly by the Institutions, or research results obtained through the joint activity effort of the Institutions, shall be jointly owned by the Institutions in accordance with the terms to be mutually agreed upon;
 - ii. solely and separately by **NIT Srinagar** or **BNUT**, or research results obtained through the sole and separate effort of **NIT Srinagar** or **BNUT**, as the case may be, shall be solely owned by the Institution concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Institution.

ARTICLE 5

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Institutions' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.



ARTICLE 6 NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Institutions or so to constitute either Institution as the agent of the other.

ARTICLE 8 SUSPENSION

Each Institution reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Institution.

ARTICLE 11 NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **NIT Srinagar** or **BABOLNOSHIRVANI UNIVERSITY OF TECHNOLOGY**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Institution may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To NIT Srinagar:

National Institute of Technology Srinagar
Hazratbal, Srinagar
J&K -190006.
India, (<http://nitsri.ac.in>)
Tel.: +91 (294) 2422032

To BNUT:

Babol Noshirvani University of Technology
P.O. Box 484, Shariati Av., Babol, PostalCode: 47148 - 71167,
Mazandaran, Iran (<http://en.nit.ac.ir/>)
Tel: +98(11) 323334501 and +98(11) 323 10973
Facsimile: +98(11) 323334201



ARTICLE 11 GENERAL PROVISIONS

- I. **Validity of Agreement:** This arrangement shall be effective up to maximum of **Three** years, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables.
- II. **Resolution of dispute:** Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.
In case the dispute is not resolved, then it shall be referred to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding.

The Director, NIT Srinagar shall act as the Arbitrator for the purpose.
- III. **Termination:** Either of the parties, in their sole discretion, by giving prior notice of **one month** to the other party, may terminate this agreement without assigning any reason.
- IV. **Severability:** The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws available. Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance
- V. **Limitation:** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MoU.
- VI. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all parties to this MoU.
- VII. **Non Disclosure:** In case of joint research and consultancy projects undertaken, neither party will provide the other with confidential information, including any export-controlled information-without first executing a separate Non-Disclosure Agreement. All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MOU unless otherwise mutually agreed upon in writing by the Parties.



- VIII. **Force Majeure:** The usual force majeure clauses and conditions shall apply to any time bound projects or tasks or assignments undertaken by either party on behalf of the other party.
- IX. **Miscellaneous:** It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- X. The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- XI. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
- XII. If at any time either party is unable to perform their duties or responsibilities under this MoU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.
- XIII. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory (Designation thereof) to this MoU shall have any legal or equitable right to seek to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.



In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

SIGNED FOR AND ON BEHALF OF
NATIONAL INSTITUTE OF TECHNOLOGY SRINAGAR:

Dean Research and Consultancy

Prof. Rakesh Sehgal 26/04/2021
 Director
 National Institute of Technology
 Srinagar (J&K)

Prof. G. A. Harman
 Professor
 Mechanical Engg. Deptt.
 NIT, Srinagar.

Witness ① 26/4/2021

Witness ② 26.4.2021

राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
 Registrar
 National Institute of Technology
 Srinagar (J&K)

राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
 Head of the Deptt. Of Mech. Engineering
 National Institute of Technology
 Srinagar (J&K)

SIGNED FOR AND ON BEHALF OF
BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY:

Prof. (Dr.) Javad Vaseghi Amiri 26/04/2021
 Chancellor

Babol Noshirvani University of Technology
 Scientific Collaborations
 &
 International Affairs



SIGNED FOR AND ON BEHALF OF

NATIONAL INSTITUTE OF TECHNOLOGY SRINAGAR:

Dean Research and Consultancy

Prof. Rakesh Sehgal 26/04/2021
 Director
 National Institute of Technology
 Srinagar (J&K)

26/04/2021
 National Institute of Technology
 Srinagar (J&K)

witness ① 26/4/2021

witness ② 26.4.2021

Prof G. A. Harmain
 Professor
 Mechanical Engg. Deptt.
 NIT, Srinagar.

राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
 Registrar
 National Institute of Technology
 Srinagar (J&K)

राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
 Head of the Deptt. Of Mech. Engineering
 National Institute of Technology
 Srinagar (J&K)

SIGNED FOR AND ON BEHALF OF

BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY:

Prof. (Dr.) Javad Vaseghi Amiri 26/04/2021
 Chancellor

Vaseghi

Babol Noshirvani University of Technology
 Scientific Collaborations
 &
 International Affairs