# MEMORANDUM OF UNDERSTANDING ("MoU")

This Memorandum of Understanding ("MoU") is executed on this 28 day of February 2025 by and between:

- **A.** Indian Institute of Technology Mandi, an Indian Educational Institute having the address, Kamand Campus, Distt. Mandi, Himachal Pradesh, 175075 (hereinafter referred to as "IITMandi", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns [hereinafter called as PARTY 1] on the ONE PART.
- **B.** Pandit Deendayal Energy University (PDEU), a private university, having its headquarters located at Knowledge Corridor, Raisan Village, Gandhinagar 382 427, (hereinafter referred to as "PDEU") on the OTHER PART (who for the purpose of this MoU hereinafter individually referred to as 'PARTY' 2 and collectively referred to as the 'PARTIES').

WHEREAS PARTY 1 "IITMandi" is a reputed higher education institution named for teaching and research from its premises situated at Mandi, Himachal Pradesh

And

WHEREAS PARTY 2 "PDEU" is a reputed energy and petroleum university counted among the top universities in Gujarat for Engineering, Science, Liberal Studies, and Management.

#### 1. Nature of This MoU

In furtherance of their mutual interest in promoting their cooperation in the area of education and research, Parties may at their sole discretion enter into various contractual arrangements with respect to one or more of the following (collectively the "Objects"), from time to time:

- 1.1 Joint research collaborations, joint publication of scientific papers and educational materials resulting from the collaborations within program cooperation, and joint application for funding for collaborative projects from relevant funding agencies.
- 1.2 Participation in academic and co-hosting of lectures, meetings, seminars, symposia, conferences, and other such events.
- 1.3 Short-term non-degree programs such as executive programs, summer programs, and digital programs.
- 1.4 Exchange of faculty, students, and research scholars.
- 1.5 Student internship, projects, etc.
- 1.6 Collaboration in other areas is subject to mutual agreement.



#### 2. Term

- 2.1 This MoU will remain in full force for a period of 5 years from the date of its execution (the "Term").
- 2.2 The Term of this MoU may be mutually extended by the Parties in writing anytime prior to its expiry.

### 3. Other Terms of Engagement

- 3.1 This MoU forms the framework for cooperation between the parties to identify and achieve shared goals and objectives and to facilitate and develop a genuine and mutually beneficial exchange process and research relationship.
- 3.2 IIT, Mandi, and PDEU will discuss the details of collaboration and finalize the mutually agreed objectives and outcomes which may be reflected in specific agreements.
- 3.3 This MoU is non-binding and does not impose any legal or financial obligations or liabilities on either party.
- 3.4 Each party shall designate a person or office to serve as liaison for implementing this MoU.

# 4. Co-operation and Co-ordination

- 4.1 Each Party shall designate a Program Coordinator to develop and coordinate specific activities or programs.
- 4.2 Subject to any appropriate confidentiality arrangements, the Parties will enter into discussions with each other to improve the awareness of each others' expertise and needs and assist in building networks to facilitate cooperation.
- 4.3 The Parties, recognizing that they may be interested in undertaking joint research, will discuss and jointly explore the potential for workshops and research projects.
- 4.4 If any such workshop or research projects are identified by the Parties, a separate agreement will be put into place and the Parties will enter into good faith negotiations to agree fair and reasonable terms.

## 5. Amendment:

5.1 Any amendment to the MoU will require written approval of each of the Parties.

### 6. Assignment

6.1 Either Party shall not transfer or assign this MoU or any of its rights or obligations under this MoU to any third party without the prior written consent of the other Party.



# 7. Relationship

7.1 The Parties shall act in all matters pertaining to this MoU as independent parties and nothing contained herein shall be deemed to create a partnership between Parties, nor constitute either Party the agent of the other or entitle either Party to commit or bind the other Party in any manner. Each Party specifically warrants and represents to the other Party that it shall not represent itself as an agent of the other Party.

### 8. Non Exclusivity

8.1 This MoU does not create any exclusive rights or obligations with respect to the Parties. Each Party, at their sole discretion, is free to enter into any similar arrangements as is envisaged under this MoU and any other arrangement, with any third party.

IN WITNESS WHEREOF, Parties hereto have executed this MoU through their duly authorized representatives as of the day and year first written above.

Signed for and on behalf of

Indian Institute of Technology (IIT), Mandi

Pandit Deendayal Energy University (PDEU)

Dr. Tushar Jain

Head, Centre of Continuing Education Indian Institute of Technology-Mandi, Mandi, Himachal Pradesh

प्रमुख सी सी ई

भा प्रौ सं. मण्डी (हि.प्र.) **Head CCE** 

IIT Mandi (H.P.)

Prof. Sundar Manoharan Director General

Pandit Deendayal Energy University

Gandhinagar, Gujarat

Dr. S. Sundar Manoharan **Director General** Pandit Deendayal Energy University

Gandhinagar. Gujarat-INDIA