

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Directorate of Technical Education, Vocational &
Industrial Training, H.P, Sundernagar,**

Distt. Mandi, H.P-175018

&

Indian Institute of Technology Mandi

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, R&D
SERVICES AND RELATED SERVICES**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the DAY of
Two Thousand and Twenty One (1/7/2022), by and between

Directorate of Technical Education, Vocational & Ind. Training, H.P, Sundernagar, Distt. Mandi, H.P-175018,
The First Party represented herein by its Director, Sh. Vivek Chandel (HPAS) (hereinafter referred as 'First
Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its
successors – in-office, administrators and assigns) on behalf of Technical Education Institutes of the State of H.P..

AND

(Name of Institute) IIT Mandi, The Second Party and represented herein by its _____,
Sh. _____, (hereinafter referred to as "Second Party", organization which expression, unless excluded by
or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is an Administrator of Technical Education Department of Govt. of Himachal Pradesh named:
**Directorate of Technical Education, Vocational & Ind Training, H.P, Sundernagar, Distt. Mandi,
H.P-175018**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote
more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training,
Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual
interests.
- E) (Name of Institute) IIT Mandi the Second Party is engaged in
_____ and related fields

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS
MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institutions** of the Department and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both Parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/ global scenario.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates/ diploma holder from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Students Training & Visits:** The First and Second Party will permit the Faculty and Students other party to visit its campus and would accommodate the students in Training Programs for both the parties in such a number that deems convenient. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Both the parties will provide its Labs / Workshops / Industrial Sites for the hands-on training/site visits of the learners enrolled with each other.
- 2.4 **Research and Development/ consultancy:** Both Parties have agreed to carry out the joint research activities, joint guidance of student projects/thesis in the fields of and other areas of national interest on



- mutually agreeable terms.
- 2.5 Skill Development Programs:** Both the parties will train the students on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Expert Lectures:** Both the parties to extend the necessary support to deliver expert lecturers/ organization of joint conferences and seminars to the students and faculty on the technology trends and in house requirements.
- 2.7 Faculty Development Programs:** Both the parties to train the Faculties for imparting training as per the requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students:** Both the parties will actively engage to help the delivery of training and placement of students, internship/jobs
- 2.9 Sharing of Facilities:** The First party and the Second party shall provide access to their facilities (which are permissible under norms) such as Laboratories, Library, Software etc. to promote academic and research interaction in the area of cooperation.
- 2.10** There is no financial commitment on the part of both the Parties. If there is any financial consideration, it will be dealt separately as per norms. Each Party shall bear the respective costs of carrying out the obligations under this MoU.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1** Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **(Name of Institute)** IIT Mandi, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2** Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1** It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent entities, 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.


- 5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Himachal Pradesh.


AGREED:

For **Directorate of Technical Education,
Vocational & Ind. Training, H.P.,**


1.7.2022


Authorized Signatory
Director
Technical Education
Vocational & Industrial Training
Himachal Pradesh

Witness 1: 
DEEPAK ANGRA
(Dy. Director)

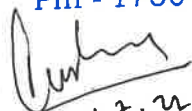

01/07/2022

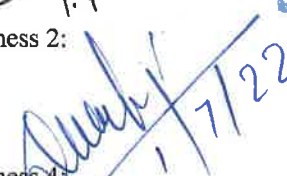
Witness 3: PUNEET SOOD
Dy. Director (TE)

IIT Mandi
For (name of Institute)


1 July 2022
Authorized Signatory

Director
IIT Mandi (H.P.)
Pin - 175075


1.7.22
Witness 2:


1/7/22
Witness 4:



