

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) is made and entered into on this ..... day of ..... (“**Effective Date**”) by and between:

....., a ..... Institute/Company, established under ....., having its office at ....., represented by ....., hereinafter referred to as “.....” (which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign), of the First Part

AND

**Indian Institute of Technology Kanpur**, a research and educational institution of national importance, incorporated under The Institutes of Technology Act, 1961 and, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-208016, represented by Head, Centre for Continuing Education, IIT Kanpur, hereinafter referred to as “**IITK**” (which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign), of the Second Part.

**WHEREAS** ..... and IITK are hereinafter referred to individually as the Party and collectively as the Parties.

**AND WHEREAS:**

The function of ..... includes .....

IITK is one of the premier Institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITK imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.

..... wishes to engage IITK to undertake identified programs/activities like workshops and technical training programs as per general framework in Annexure-A, as agreed to between the Parties using IITK's academic expertise in the area and resources in conducting such meaningful programs/activities. The other programs/activities identified later would be detailed out in the due course.

**Dr.** ....., Department of ....., IITK will be the **Program Coordinator** of the programs/activities to be undertaken under this MoU and would be responsible for all the required communications with ..... and its representatives with respect to this MoU.

**NOW THEREFORE**, the Parties agree to the following terms and conditions:-

1. IITK will organize and conduct the identified programs/activities for specific duration as mentioned hereunder (**Annexure-A**). The schedule of the identified program/ activities may be changed as per mutual consent of the Parties. The initial period of MoU will be for a period of ..... years from the Effective Date

and thereafter the same can be extended in writing for a period as agreed upon by the Parties.

2. The main aim of the identified programs/activities will be ..... . An output produced, if any, as an outcome of the identified activities, may be published as Discussion Notes, Working Papers, journal papers or other means as feasible and as identified by IITK.
3. IITK would submit a financial proposal towards organizing program/activity for the specified number of participants to be nominated by ..... .
4. The program / activities may be hosted either at IITK or at any other venue to be mutually decided by the Parties. The venue so decided may include locations within India and/or abroad. The responsibility for bearing the costs associated with the travel to/from the locations in India including incidental expenses, DA etc for the ..... participants shall be as decided by ..... in consultation with IITK for each program/activity and would be spelled out in the respective proposal for the program/activity.
5. .... would timely provide funds for conduct of programs/activities in advance as due, so that appropriate arrangements can be made by IITK in advance.
6. To enhance diversity of participants and also in order to lower the costs in various programs/activities, IITK may also enroll additional participants including those representing ..... etc. Such participants would directly pay IITK a registration fee as per process and as decided by IITK, and which will be solely utilized by IITK. The number of such participants should generally not exceed the participants from ..... . Some of the additional participants may be funded by other funding sources and /or activities coordinated by IITK.
7. IITK may engage necessary staff, either already employed and assisting other works at the department or specifically employed to assist in the delivery of such programs/ activities.
8. .... and IITK would jointly decide the schedule and agenda for the program/activity (as submitted by IITK) keeping in view the convenience, resource persons, required facilities and infrastructure on IITK campus or any other locations as decided.
9. Program Coordinator would ensure necessary budgetary and administrative approvals as required for a smooth conduct of the programs/activities well in advance (normally at least one month in advance) and inform IITK, so that appropriate arrangements can be initiated.
10. IITK will provide Certificate of Participation to each participant on successful completion of the respective program/activity in the prescribed format as approved by Centre for Continuing Education (CCE).
11. The award of certificates by IITK would in no-way means to establish that the training programs/activity are part of a regular academic program at IITK. Neither Party shall use name of the other Party and associated programs/activities, and its associated logos for any future programs/activities not covered under this MoU.

- 12.** Relevant information about ..... and IITK (including the Department of ..... ) and their respective logos may be used on brochures, advertisements, banners, websites/web pages, newsletters, discussion notes, working papers, program material (hard and/or soft copies), online content and other means for information dissemination about the programs/activities under this MoU.
- 13.** IITK and ..... would have rights on the design, content and outputs of the programs/activities in all formats and forms of creation, storage, display, delivery, sharing, publication, distribution, archival and retrieval. The copyright of the reports/papers shall rest with the respective authors. All Intellectual Property Rights in any materials provided or made accessible by either Party to the other will remain with the Party providing or making available such materials and nothing in this MoU is intended to or shall affect a transfer of any such Intellectual Property Rights of either party to the other.
- 14.** This MoU is on principal-to-principal basis and (save where expressly stated in writing in this MoU) nothing contained herein shall be deemed as any collaboration, partnership, joint venture, or agency between the Parties hereto, nor shall anything in this MoU create any employer-employee relationship among the parties or between one party and the employees, contractors, or agents of the other party, nor authorize any party to make or enter into any commitments for or on behalf of other party.
- 15.** Prevalent taxes, duties, levies etc. as well as the applicable institutional overheads would be applicable on the amounts paid to IITK from time to time. IITK is exempted from payment of income tax.
- 16.** The programs/activities to be conducted under this MoU would be interactive discussion/workshop-oriented activities. The programs/activities to be conducted under this MoU would be managed through CCE, IITK under the 'conferences/workshops/ symposia' category.
- 17.** ..... and IITK can engage closely to work on variety of topics of mutual interest. IITK would also be willing to host relevant officers from ..... to Department of ..... for short durations, generally for about 1-2 weeks.
- 18.** The Program Coordinator would arrange for suitable accommodation and working space for such visiting officers. However, all costs associated with travel and stay of the visiting officers would be borne by .....
- 19.** This document constitutes the entire understanding and agreement of the Parties. No amendment, change, or modification of this agreement shall be valid unless put in writing and signed by the Parties hereto.
- 20.** In case of cancellation of a Program/activity, IITK would not be liable for any costs or liabilities associated with the same. Any cost arising out of cancellation of reservations, and other committed expenses would be borne by ..... to the extent of participants nominated by .....
- 21.** Neither Party shall be responsible for failure to fulfill any obligation for so long as, and to the extent to which, the fulfillment of such obligation is impeded by a Force Majeure Event.

22. Each Party shall at all times indemnify and hold harmless the other party from and against any and all third-party claims, damages, expenses (including without limitation, any attorney's fees and expenses), liabilities, judgments, awards actions, suits, proceedings, claims, demands, investigations, liabilities, damages, penalties, fines, settlements, costs etc.
23. Any dispute or difference that may arise between the parties hereto out of under or in connection with this MoU shall, at first instance, be amicably settled between the parties. However, if the dispute remains unresolved in spite of best efforts made by the parties, the same shall be referred to a mutually agreed Sole Arbitrator. The proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The order passed by such Arbitrator shall be final and binding on the Parties to this MoU. The language of this arbitration shall be English, and the seat and venue of arbitration shall be Kanpur, Uttar Pradesh.
24. This MoU shall be governed by and construed in accordance with the laws of India, without giving effect to any conflict of law provisions. The Parties agree that Courts at Kanpur, Uttar Pradesh, India, shall have exclusive jurisdiction over any unsettled disputes arising out of and/or in connection with this MoU.
25. Each Party shall have the right to terminate the MoU by giving two months' prior notice in writing to the other Party at any time. If MoU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	<b>Signed &amp; delivered for &amp; on behalf of .....</b>	<b>Signed &amp; delivered for &amp; on behalf of IIT Kanpur</b>
Signature		
Name		
Designation		<b>Head, Centre for Continuing Education, IIT Kanpur</b>
Date		

**WITNESSES:**

Witness 1:	Witness 2:
Signature:	Signature:
Name:	Name:

**Program/Activity (Program Title)**

About the Program/Activity

Key features of the Program

Features	Remarks
Program Title	
Duration	
Main Participants	
Other Participants	
No. of Participants	About ___ participants from ____ and about ___ other participants
Funding	_____ (for ___ participants), registration fee, other funding support, Mile Stones Of Payment, Institute overheads, taxes etc
Location	India and/or international locations
Experts	Resources persons from relevant organisations