



NIILM University

POLICY FOR MEMORANDUM OF UNDERSTANDING

National/International

Preamble

The Memorandum of Understanding (MoU) between two or more Universities/HEIs/Industries/Research Institutions is to create avenues for collaborative efforts that will meaningfully contribute towards academic and research activities in the university. The MoU is mutually beneficial to promote collaborative studies, research and training activities, and other educational exchanges of mutual interest.

The MoU can be chosen to be legally binding which contains a general agreement between the participating institutions and covers the broad objectives to be mutually accomplished. The MOU can also be legally non-binding where participants may not be legally bound to comply with it but mere confirmation that participants will act on good faith in pursuit of the set targets. Further, even in case of MoUs which are legally non-binding, participants may choose to have the obligations on confidentiality as binding since they may be sharing sensitive and confidential information with the other parties in order to enable them to carry out further investigations or due diligence before finalizing all the details of the set targets.

The participating institutions may include government or private educational/research institutions, government or private companies/ industries/ Societies, NGOs etc.

Essentials for Entering MoU with the University

- MoU shall be on mutually acceptable terms to all the participating institutions.
- MoU should clearly indicate the mutual benefits to the participants.
- In case of financial and/or legal binding clauses, MoU should be discussed with the relevant statutory bodies or competent authority or legal advisors of the university.
- For entering MoU with international bodies, guidelines of the Government of India should be strictly followed.

- For undergoing MoU with government agencies, it is required to get approval of the competent authority for adopting their standard terms and conditions.
- For renewal of MoU, a proposal containing detailed report of achievements of previous duration of the MoU, and justification for renewal should be approved by the competent authority.

The MoU can be broadly classified into following different types:

1. MoU with academic/research institutions (government as well as private)
2. MoU with various Ministries/Departments of Government of India/ State Governments.
3. MoU with industrial partners.
4. MoU with International bodies/Foreign Institutions.

Contents of MoU Document

The MoU should clearly state the following aspects:

- Details of parties involved
- The contact details of all relevant parties
- The context of the agreement
- The duration of MoU
- The broad purpose of the agreement
- Expected mutual benefits
- Details of Financial implications, if any
- Intellectual Property Rights involved, if any.
- Arbitration clause/Jurisdiction clause

Format for MoU

- Introduction of Participants should specify the parties of MoU and their details.
- Purpose of Agreement should clearly state the mutual benefits of MoU.
- Scope of Activities should be defined very clearly including the financial implications, if any.
- Duration of MoU should be for a period of maximum 5 years, and can be renewed after 5 years with mutual consent of the parties.
- Signing authority shall be the Registrar.
- Force Majeure terms and conditions should be stated clearly.
- Arbitration clause should be specified.

**Memorandum of Understanding
on Academic Cooperation
between**

**NIILM University, 09 km. Milestone,
NH- 152, Ambala Road
Kaithal – 136027 (Haryana)**

and

2nd Party

The Parties;

**NIILM University, Address: 09 km. Milestone NH- 152, Ambala Road Kaithal – 136027 (Haryana) and--
-----recognizing the benefits to their respective universities from the
establishment of international links, conclude this Memorandum of Understanding (hereinafter:
“MoU”).**

1. The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two Parties.
2. Each Party agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.
 - 2.1) Exchange of faculty members/students
 - 2.2) Conducting collaborative research projects
 - 2.3) Conducting lectures and organizing symposia
 - 2.4) Exchange of academic information and materials
 - 2.5) Promoting collaboration in fields of mutual interest
 - 2.6) Promoting other academic cooperation as mutually agreed
3. The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between two universities which carry out the specific projects and will be subject to a separate written agreement. Each Party agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.
5. Both Parties agree that no prior written approval is required before using the other Party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
6. Should the collaborative research activities under this MoU result in any potential for intellectual property, each Party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

7. This MoU may only be amended or modified by a written agreement signed by the representatives of each Party.

8. This MoU is valid for a period of five years from the date of signing by the authorized signatories of each Party. Each Party shall review the status of the MoU at least three months before the end of the five-year period to determine whether it wishes the MoU to continue and, if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.

9. This MoU may, at any time during its period of validity, be terminated by one of the Parties upon prior notice to the other in writing not later than six months before the termination date.

10. The Parties may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each Party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each Party hereby undertakes not to disclose the same to any third Party, save for its professional advisers, without the prior written consent of the other Party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

Signed for and on behalf of NIILM University, 9 Km. Milestone, NH- 152, Ambala Road, Kaithal - 136027
Name:
Position:
Date:

Signed for and on behalf of ----- -, (2nd Party)
Name:
Position:
Date: