



असम ASSAM

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**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**NATIONAL INSTITUTE OF TECHNOLOGY, ARUNACHAL PRADESH
(AN INSTITUTE OF NATIONAL IMPORTANCE, UNDER MINISTRY OF HUMAN
RESOURCE DEVELOPMENT) AND
INDIAN INSTITUTE OF ENTREPRENEURSHIP, LALMATI, GUWAHATI-92
(AN AUTONOMOUS ORGANISATION OF THE MINISTRY OF SKILL
DEVELOPMENT AND ENTERPRENEURSHIP, GOVT. OF INDIA)**

This Memorandum of Understanding (MoU) is entered into on this 5th day of March, 2018 by and between NATIONAL INSTITUTE OF TECHNOLOGY(NIT), ARUNACHAL PRADESH hereinafter called "Institute of National Importance " or "First Party" which expression shall include its successors and permitted assignees -- situated at Yupia , Doimukh under the District of Papumpare, Arunachal Pradesh a Central Institute of National Importance recognized by Ministry of Human Resource Development represented by its Dr. Mihir Kumar Shome, Head, Dept of Management, National Institute of Technology-Arunachal Pradesh and INDIAN INSTITUTE OF ENTREPRENEURSHIP, LALMATI, GUWAHATI-29 (AN AUTONOMOUS ORGANISATION UNDER THE MINISTRY OF SKILL DEVELOPMENT AND ENTERPRENEURSHIP, GOVT. OF INDIA) - hereinafter called "IIE" / "PARTNER INDUSTRY "or "Second Party" which expression shall include its successors and permitted assignees having its registered office at LALMATI, GUWAHATI-29, Assam—represented by its Mr. Manoj K. Das, Director, IIE.

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

Manoj K. Das
निदेशक / Director
भारतीय उद्यमिता संस्थान
Indian Institute of Entrepreneurship
गुवाहाटी-29 / Guwahati-29

Manoj

Dr. M. K. Shome
Head of the Department
National Institute of Technology
Arunachal Pradesh, Type-791112

Shome

WHEREAS:

1. National Institute of Technology (NIT) An Institute of National Importance, the First party is a Central Institute of National Importance established by an Act of Parliament recognized by the Ministry of Human Resource Development.
2. Indian Institute Entrepreneurship (IIE), the Second Party is an autonomous institution under the administrative control of the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India. Indian Institute Entrepreneurship (IIE), the Second Party is engaged in promotion of entrepreneurship and development of micro small and medium enterprises in the North Eastern Region entrepreneurship.
3. The First party and the Second party are both engaged in education, training, research, publications, seminars and overall contribution to education in the society as a whole with a view to strengthening the cause of formal, general, vocational, employment centric, technological and practical education.
4. The 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.
5. The First Party and the second party wishes to enhance their resources through different programs and courses as per Govt. of India guidelines in various areas related to entrepreneurial and management development in the state of Arunachal Pradesh and North-eastern region of India to prepare students and budding entrepreneurs of the region for job-employment and self-employment.
6. The Parties intend to cooperate and focus their efforts on cooperation within area of Entrepreneurship Development, Skill Based Training, Education and Research.
7. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

Now, therefore, in consideration of the mutual promises set forth in this MoU, the Parties here to agree as follows:

1. Co-operation

- 1.1 Both Parties are united by common interest and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operation within the Institute of National Importance, Institute and their related wings. The Parties shall keep each other informed of potential opportunities and share all relevant information that may be required to explore opportunities for one another.
- 1.2 The First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the First Party and the second party will provide significant inputs to the first party in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as 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

Dr. M.K. Saha
Dr. M.K. Saha
Head of the Department
Management Mathematics & Statistics
National Institute of Technology
Arunachal Pradesh, Yupia-791112

2. **SCOPE OF THE MOU:**

- 2.1 The budding graduates and post graduates from the Institute of National Importance could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that the 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 Industrial Training & Visits: Industry and the Institute of National Importance interaction will give an insight into the latest developments / requirements of different sectors; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and
Also involve in Industrial Training Programmes for the First Party. The Industrial Training and exposure provided to the students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties will take steps to carry out the joint research activities in the fields of entrepreneurship and related areas of Management.
- 2.5 Skill Development Programmes: Second Party to train the students of the First Party on the emerging areas/technologies in order to bridge the skill gap and make them Industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the trends and in house requirements.
- 2.7 Faculty Development Programmes: Second Party shall train the Faculties of the First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 The first party and second party shall duly compensate each other if either party provides its faculty / support staff/ infrastructure for training and development of the students, faculties or general public as or when any such events are held on mutually agreed terms and conditions.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment agreed by either party vide this MoU minus what would be agreed as per Clause 2.8.
- 2.11 The Second party will work in close association with all the relevant departments and Cells of the Institute of National Importance.

3. **INTELLECTUAL PROPERTY:**

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but limited to know-how, inventions, patents, copy rights and design) of the other Party.

4. **VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, and both the parties will take effective steps for implementation of this MoU.
- 4.2 Both Parties may terminate this MOU upon 30 Calendar days' notice in writing. In event of Termination, both Parties have to discharge their obligations.

Mr. Dey
Director
भारतीय उद्योगिकी संस्थान
Indian Institute of Entrepreneurship
गुवाहाटी-29 / Guwahati-29

Dr. M. K. Saha
Head of the Department
Management Mathematics & Humanities
National Institute of Technology
Assam
Assam Pradesh, Yupia-791112

Signature

5. RELATIONSHIP:

- 5.1 It is expressly agreed that First Party and the 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 consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make any agreements of any kind in the name of or binding upon the other Party's credit, or to extend credit on behalf of the other Party.

6. NON-EXCLUSIVITY

- 6.1 The relationship of the parties under this MoU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, on entering into a particular agreement or understanding, the participants may agree to limit each party's rights & responsibilities.

7. ASSIGNMENT

- 7.1 It is understood by the Parties herein that this MoU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. CONFIDENTIALITY

- 8.1 The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- 8.2 Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organization or otherwise make use of confidential information including any of the trade secrets, confidential operations, processes or dealings or any information concerning the parties and their subsidiaries, business, finances, transactions or affairs of the affiliates / agencies or any of their ventures which may come to the knowledge of either the party during the period.
- 8.3 During the period of the MoU, each party agrees to respect each other's freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

9. ARBITRATION:

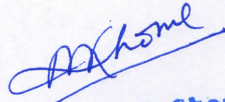
- 9.1 Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written

On behalf On behalf of
National Institute of Technology (NIT)

On behalf On behalf of
Indian Institute Entrepreneurship (IIE)

Signature:



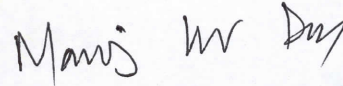
Dr. M.K. Shome

Name : Dr. Mihir Kumar Shome
Designation : H.O.D- Management &
Humanities (NIT, Arunachal Pradesh)

Address : Yupia, Dist: Papumpare
P.O.: Doimukh, Arunachal
Pradesh

E-mail : hodmanagement.nitap@gmail.com E-mail : director@iie.gov.in

Website : www.nitap.in
Date : 05.03.2018



Signature

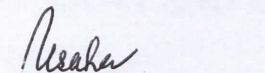
निदेशक / Director
भारतीय उद्यमिता संस्थान
Indian Institute of Entrepreneurship
गुवाहाटी-29 / Guwahati-29

Name : Dr. Manoj Kumar Das
Designation : Director, IIE

Address : Lalmati, Guwahati-700029

Website: www.iie.gov.in
Date : 05.03.2018

1. Witness:



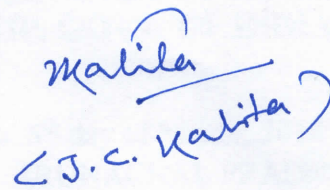
(Dr. U.K. Saha)
DIC (A & E)
Dean In-charge

(Academic & Examination)

National Institute of Technology

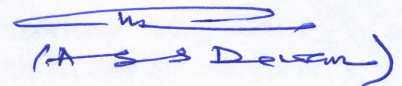
2. Witness: Arunachal Pradesh, Yupia-791112

1. Witness



(J.C. Kalita)

2. Witness :



(A.S.S. Deven)



5/3/2018

(Dr. Rajen Pudur)
Deputy Registrar (Admin) I/C
National Institute of Technology
Arunachal Pradesh