

Memorandum of Understanding

Between

**Veer Madho Singh Bhandari Uttarakhand Technical University,
Dehradun**

And

Indian Institute of Management, Kashipur

This Memorandum of Understanding (hereinafter referred to as MoU) is entered on this 7th day of October 2024 by and between:

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun a University established under the Uttarakhand Technical University Act No. 415 of 2005 by the Uttarakhand State Government having its office at Chakrata Road, Prem Nagar, Suddhowala, Dehradun - 248007, Uttarakhand hereinafter referred to as "UTU", (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) on the **First Party**.

AND

Indian Institute of Management, Kashipur, an Institute of National Importance set up by the Government of India in 2011 at Kundeshwari, Kashipur - 244713, Uttarakhand, hereinafter referred to as "IIM KASHIPUR", (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) on the **Second Party**.

Both the parties mentioned above are hereinafter collectively referred to as "Parties" and individually as a "Party".

Whereas UTU envisages to advancement and development of Technical Education and for matters connected therewith or incidental thereto in the state of Uttarakhand along with bridging the learning and skill gaps of its students and professionals through partnerships with premier institutions.

Whereas IIM KASHIPUR is committed to its four core values: collegiality, transparency, green consciousness, pro-active engagement with all stakeholders. As an institution of national importance, it has a larger

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role to play in the field of management education and social transformation. It's strategic goals include improvement of the academic ecosystem; synergy between educational theory, practice and research; promotion of innovation, entrepreneurship and public service; empowerment of local stakeholders; upliftment of economically challenged sections of the society; and gender diversity

Whereas It is envisaged that the primary objective of this MoU is to upskill and improve the employability of undergraduate/graduate students with a focus on enabling employment of youth from socially and economically marginalized families, with the inclusion of women and persons with disability.

AND WHEREAS The "Parties" have agreed to collaborate for the said purpose to advance learning & skills and achieve employment for the students and professionals mentioned above

Now, therefore, the parties agree as follows through this Memorandum of Understanding (MoU):

1- Purpose of MoU

The parties will work together, through joint and concerted cooperation in the areas of training and research and collaboration in the areas of

- Academic research and development
- Executive education
- Management development programmes
- Faculty development programmes
- Skill development programmes
- Advisory services and consulting
- Innovation and entrepreneurship
- Inclusive and sustainable development
- Massive Open Online Courses (MOOCS)
- Enhancing employability of underprivileged youth from socially and economically marginalized communities by training them on business communication, numerical ability, logical ability, corporate etiquette, interview skills, etc.
- Enabling continuous availability of talent pool for the industry.

And any other area mutually decided by the UTU and IIM KASHIPUR from time to time.

2 - Scope of MoU

2.1 This Memorandum of Understanding is signed between UTU and IIM KASHIPUR for academic and research collaboration that will encompass offer and award of certificate courses of contemporary relevance, short term and long term programmes, research and publications, allied academic activities, offer of expert advice, consultancy, joint workshops, seminars, conferences, Also, the efforts will be made to develop joint training and research

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programmes that will be pursued in a collaborative mode.

2.2 The MoU aims to facilitate collaboration for advancement of knowledge on reciprocity basis, best efforts, mutual benefits, and interactions as required from time to time. UTU and IIM KASHIPUR hereby agree to,

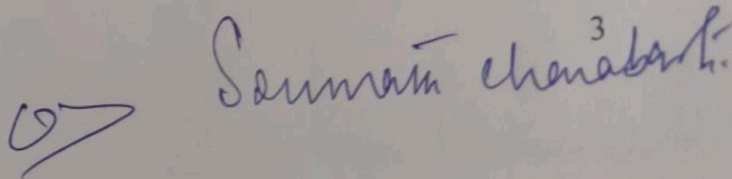
- i) Collaborate with each other to offer courses and award certificates in the focus areas of mutual benefit.
- ii) Run the joint programmes across the state in different institutions of UTU.
- iii) Exchange information on teaching, learning material, and other literature relevant to their educational and research programmes. Students of both parties would be allowed to make use of library resources and to have academic interaction with the faculty members as per availability.
- iv) Jointly organize workshops, interactive sessions, and short-term education programs to promote teaching and research.
- v) Jointly organize certificate courses, and management development programs for corporate bodies, government employees, and other stakeholders which are tailor-made for their professional needs and specifications.
- vi) Jointly provide research and consultancy to government and other statutory bodies, as and when required.
- vii) Undertake research on specific issues of interest to third parties and publish briefing papers and research reports.
- viii) Jointly propose and engage in research or training programmes sponsored by funding agencies and invite each other's faculty to participate therein.
- ix) Organization of cultural exchange programs, sports activities, and other social outreach activities.
- x) Provide internship opportunities to the students.

UTU and IIM KASHIPUR hereby agree that the detailed terms and conditions that guide each joint activity indicated above will be separately determined and agreed upon by the two organizations through an independent agreement or exchange of letters if required. Each independent agreement will include among others the terms and technical description of the proposed activity, responsibilities of each institution, financial arrangements, person(s) responsible for its implementation, allocation of time and resources, implementation procedures, and other details as necessary. UTU and IIM KASHIPUR agree that they will be free to participate in other projects acting either individually or collectively.

3 – Offering Certificate Courses and Short-Term Trainings

UTU and IIM KASHIPUR shall collaborate to

- i) Conceptualize and develop agenda, course content, and modules.
- ii) Organize various courses and programs
- iii) Award certificates in the area(s) of mutual agreement.

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Both parties shall jointly agree about the publicity, infrastructure, faculty members, target audience, and course content in this regard. Similarly, the two institutions shall jointly agree on the publicity, infrastructure, faculty members, target audience, and course content and course design in this regard.

4 – Joint Seminars, Conferences and Workshops

UTU and IIM KASHIPUR agree to jointly conduct seminars, conferences, workshops, and trainings, in the areas of mutual interest. The parties further agree to help identify and invite faculty members and speakers from other organizations to participate in conferences, workshops, and short-term courses. The terms and conditions for such participation shall be worked out by mutual agreement.

The University will nominate (send) faculty participants to IIM Kashipur every time it is conducting a batch on Malaviya Mission Teacher Training Programme (normally of five days duration at IIM Kashipur campus in a quarter).

5 – Collaboration for promoting entrepreneurship and incubation

UTU and IIM KASHIPUR agree to collaborate on the joint development of entrepreneurial research activities like start-up and incubation facilities along with joint initiatives towards the development of the entrepreneurial ecosystem in the state of Uttarakhand.

6 – Higher education opportunities

Faculty members working in the UTU eco-system will be encouraged to join Ph.D. (Full-time) and Ph.D. (Part-time) programs at IIM KASHIPUR as per the applicable rules. Junior faculty members who wish to pursue their Master's degree will be encouraged to join the Executive MBA program or other programs of IIM KASHIPUR as per applicable rules.

7 – Boot Camps and Immersion Programs

UTU and IIM KASHIPUR agree to jointly conduct Boot Camps & Immersion Programs for its students, faculty, and other members. These Boot Camps & Immersion Programs can be conducted at each other's premises, by following the applicable terms and conditions of the UTU / IIM KASHIPUR where such programme is conducted.

8 – Sharing of Common Facilities

UTU and IIM KASHIPUR agree to share the common facilities available with either of them. Such sharing will be subject to following the applicable rules of the respective institution whose facility is being shared.

9 – Name and Logo

Each party may use the other party's name or logo in marketing the materials proposing the services covered in this MoU provided such marketing materials are mutually approved by their parties explicitly in writing.

10 – Intellectual Property Rights (IPR) of UTU and IIM KASHIPUR

The parties shall negotiate and mutually agree in writing on their respective

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rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto) in respect of each project and program of cooperation. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this MoU without the prior written consent of the other party in writing.

11 – Non-Binding Nature of MoU and Support and Resources for Activities

Nothing in this MoU shall be construed as creating any contract, partnership, agency, or other legal relationship between the parties. This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

This MoU does not obligate either UTU or IIM KASHIPUR to provide funds and/or resources from its own or other sources unless agreed to in writing. The organizations may jointly or individually seek funding and other support from third parties for the conduct of the collaborative projects, programmes and / or activities.

Neither party shall accept any liability for accidents, injury, or death occurring to students, faculty members, officers, experts, or speakers during the term of this MoU. Nor any liability of debts or damages, including against loss or damage to any personal property, incurred by the Parties during the term of this MoU.

12 – Amendments in the MoU

UTU and IIM KASHIPUR agree that this MoU may be amended to support textual improvements, updating of nomenclature, or any other minor change that does not alter the original intention of the content stated herein. Any changes to this MoU shall be affected in writing and signed off by both Parties.

13 – Terms of Agreement

UTU and IIM KASHIPUR agree to a periodical review of the progress in realizing terms and conditions referred to herein and this Memorandum of Understanding may be amended at any time by mutual consent and in writing. Both Parties reserve the right to terminate this memorandum by either Party giving 3 months' written notice to the other Party. The implementation and/or continuance of programmes or projects established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

14 – Programme Coordination

UTU and IIM KASHIPUR agree to appoint a Nodal Officer to coordinate the joint programmes on its behalf. Further, a coordination committee, consisting of the following will periodically review the ongoing activities and identify the ways to strengthen the cooperation between the two institutions.

- a) Director, Indian Institute of Management Kashipur or his/her nominee
- b) Vice Chancellor, Veer Madho Singh Bhandari Uttarakhand Technical University or his/her nominee
- c) Minimum one Faculty from both institutions as nominated by respective Head of Institutions, etc.

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15 – Dispute Resolution

In the event of any dispute or difference between the organizations relating to or arising out of this MoU, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, or conciliation. Failing this the dispute will be referred to an arbitrator to be decided mutually by both the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration and Conciliation Act 1996 and the venue of arbitration will be Uttarakhand. The decision of the arbitrator will be final and binding on both parties.

16 – Duration and Termination of the MoU

This MoU shall come into force immediately upon its signature by the parties. This MoU will be in force until either party decides to terminate the agreement as provided in the following provision of this MoU.

This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of three months and without jeopardizing the ongoing collaborative activities.

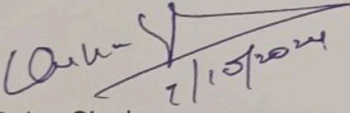
17 – Assignment

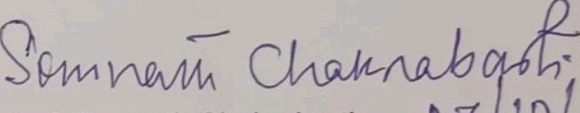
The MoU shall not assigned, in whole or in part by either party without obtaining the prior written consent of the other party.

In Witness Whereof the parties to this Memorandum of Understanding have affixed their signature on the 7th Day of October 2024.


For and on Behalf of
Veer Madho Singh Bhandari Uttarakhand
Technical University, Dehradun

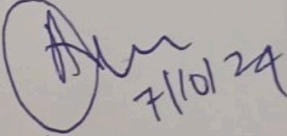
For and on Behalf of
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Kashipur

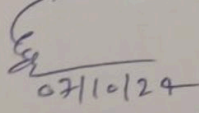

Prof. Onkar Singh
Vice Chancellor
Veer Madho Singh Bhandari Uttarakhand
Technical University, Dehradun

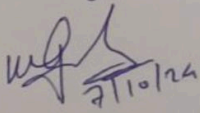

Prof. Somnath Chakrabarti
Director
Indian Institute of Management, Kashipur
07/10/2024

Witnesses:

Signature: 
Name: BIKRAM SINGH JANTWAL
Designation: FINANCE CONTROLLER

Signature: 
Name: Col. Ajay Kumar Upadhyay
Designation: Chief Administrative Officer

Signature: 
Name: Prof. Satyendra Singh
Designation: Registrar.

Signature: 
Name: Kunal Garguly
Designation: Dean Placement
IIM Kashipur