

MEMORANDUM OF UNDERSTANDING

BETWEEN



THE LNM INSTITUTE OF INFORMATION TECHNOLOGY
[Deemed University under Public-Private Partnership]
Gram Rupa ki Nangal, Post-Sumel, Via-Jamdoli, Jaipur-302031,
Rajasthan, India.

and



Harcourt Butler Technical University
Nawabganj, Kanpur-208002, Uttar Pradesh, India.

This memorandum of understanding (MoU) is made and executed to establish the initial framework or cooperation between LNM INSTITUTE OF INFORMATION TECHNOLOGY, Jaipur, and HARCOURT BUTLER TECHNICAL UNIVERSITY, Kanpur is signed on May 28, 2024.

THE LNM INSTITUTE OF INFORMATION TECHNOLOGY having its campus at Gram Rupa ki Nangal, Post-Sumel, Via-Jamdoli, Jaipur-302031, Rajasthan, India (hereinafter referred as "LNMIIT" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators, and assigns) herein after to be referred as First Party.

and

HARCOURT BUTLER TECHNICAL UNIVERSITY, having its campus at Nawabganj, Kanpur-208002, Uttar Pradesh, India (hereinafter referred as "HBTU" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators, and assigns) herein after to be referred as Second Party.

Preamble

1. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, academic and scientific research linkages between the two institutions.
2. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.

Provisions

1. Areas of Co-operation

Both the institutions will support each other's endeavours in academic programmes and research activities in the following areas:

- a) Partnering and supporting each other through joint research initiatives through participation in nationally and internationally funded projects, sharing of research facilities and resources, and joint publication of research findings.
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars, workshops, symposia, and training programs.
- c) Student exchange program to promote academic exchanges between students, including academic programs, outreach activities, internships, and research opportunities.
- d) Faculty and Staff exchange program to promote academic and cultural exchanges between their faculty and staff, including joint research projects, guest lectures, and participation in academic conferences.
- e) Exchange of scientific, technical, and academic information.
- f) Joint supervision of postgraduate and PhD students.
- g) Universities may collaborate to transfer technology and knowledge from the laboratory to the market, promoting innovation, entrepreneurship and supporting economic growth.
- h) Any other collaborative efforts the Parties consider being appropriate from time to time.

2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subjected to a Supplementary Agreement between the Parties. Such Agreements will set out the Party's obligations, responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations, and procedures of the host institution.

3. Capacity building

Universities may collaborate to build institutional capacity, providing training and support to faculty and staff, as well as sharing best practices in areas such as academic governance, curriculum development, and assessment.

4. Funding

Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon.

Neither party shall enter a contract on behalf of the other Party nor commit any expenses without the prior approval of that party in writing.

5. MOU Management and Oversight

The universities agree to establish a nodal officer/MOU coordinator to oversee the implementation of the collaboration areas identified in this MOU. The nodal officer/MOU coordinator of both universities will meet periodically to review progress, identify areas for improvement, and discuss future collaboration.

6. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

7. Policies and Procedures

Faculty/Staff/students of either institution involved in any activity under this MoU shall abide by the applicable rules, regulations, and procedures of the host institution.

8. Confidentiality

Each Party shall keep all information or material acquired or produced in connection with this MoU confidential and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by the law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

9. Intellectual Property

Ownership of Intellectual Property shared by the Parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in

writing. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

10. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

11. Standards of Performance

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Party's reputation for excellence and integrity in education, research, and scholarship.

12. Dispute Settlement

The parties agree that this instrument is produced in good faith, so that any dispute arising from its interpretation, implementation or execution will be resolved through written mutual agreement between the parties. In the case of any dispute, the jurisdiction of the resolution shall be the Court of law, Kanpur Nagar U.P.

13. Termination

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving **three (3)** months written notice. The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

14. Effective Date and Duration of MoU

This MoU takes effect on the date the last Party signs and will continue for a period of **3 years** only. The Parties may agree in writing to extend it for a further period to be determined.

15. Applicable Laws / Governing Laws

This Agreement shall be interpreted in accordance with the laws of the Government of India.

16. Link Coordinators

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:

Name: Dr Sakthi Balan Muthiah
Title: Dean, Sponsored Research & Consultancy

Tel (Direct): 0141 3526014
E-mail: dosrc@lnmiit.ac.in
Address: LNMIIT, Gram Rupa ki Nangal, Post-Sumel, Via-Jamdoli,
Jaipur-302031, Rajasthan, India.

Partner Institution

Name: Prof. Rajesh Kumar Verma
Title: Professor
Tel (Direct): 8400444068
E-mail: rkvm@hbtu.ac.in
Address: Harcourt Butler Technical University, Nawabganj, Kanpur-208002,
Uttar Pradesh, India.

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

28/5/2024

**Prof. Samsher
Vice chancellor**

Harcourt Butler Technical University

GSTN:09AAALH0730N1Z2
PAN: AAALH0730N
Date: May 28, 2024
Witness:



1 Prof. S. K. Sharma
Registrar
HBTU, Kanpur



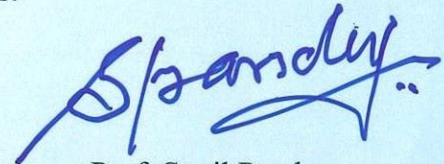
2 Prof. Rajesh Kumar Verma
Department of Mechanical Engineering
HBTU, Kanpur



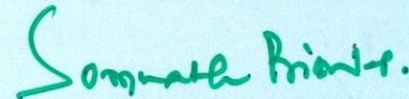
**Prof. Rahul Banerjee
Director**

**LNMIIT Institute of Information
Technology**

GSTN: 08AAATT6159RIZL
PAN: AAATT6159R
Date: May 28, 2024
Witness:



1 Prof. Sunil Pandey
Distinguished Professor,
Department of Mechanical-
Mechatronics



2 Prof. Somnath Biswas
Dean (Academic Research)
LNMIIT, Jaipur