MEMORANDUM OF UNDERSTANDING (MoU)

Between

All India Council for Technical Education, New Delhi

And

National Institute of Technology, Meghalaya

On

26/05/2023
This Memorandum of Understanding (MoU) is effective for a period of 3 years from 26/5/2023 to 25/5/2026 to establish an affiliation by and between ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE), Statutory Body established by an Act of Parliament (52 of 1987) under the then Ministry of Human Resource Development (Now Ministry of Education), Government of India for the purpose of planning, promotion, and regulation of Technical education system in the country hereinafter to as “AICTE", of the FIRST PART and National Institute of Technology, Meghalaya an academic institute of national importance and a Statutory Body existing under the provision of the Indian Institute of Technical (Amendment) Act, 2012 providing scientific, technological education and research, having its office at Meghalaya herein after referred to as NIT Meghalaya, of the SECOND PART, for the purpose of enhancing the skill of students through internships, in general, and research scholarships, in particular.

Preamble
WHEREAS, the AICTE and National Institute of Technology, Meghalaya have many areas of common interest in Engineering and Sciences, the considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research. Hence, the AICTE and National Institute of Technology, Meghalaya have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections:

ARTICLE 1: OBJECTIVE
Both Institutes agree to develop the following collaborative activates in the academic areas of mutual interest, on the basis of equality and reciprocity.

A. National Institute of Technology, Meghalaya
- National Institute of Technology, Meghalaya to enroll Interns from the higher education institutes of Jammu, Kashmir and Ladakh and various AICTE accredited institutions under Prime Minister's Special Scholarship Scheme (PMSSS):
  - The interns will do their internship during summer and winter break of every year till the validity of this MoU for the purpose.
  - The internship will be in the field of research on basic sciences and engineering primarily under the supervision of the faculty members of the National Institute of Technology, Meghalaya.
  - National Institute of Technology, Meghalaya will work out a detailed internship program comprising all the departments, identify projects, laboratory facilities for practical knowledge and model experiments, and last but not the least arrange popular science lectures from internal and external sources.
  - Yoga and meditation classes/sports events/group physical activities for the willing students will be organized in the morning/evening.
  - The accommodation and food arrangements of the interns will be arranged in the hostel/hostels of the National Institute of Technology, Meghalaya and the expenses will be borne by the National Institute of Technology, Meghalaya.
  - In case of emergency, Medical Unit will provide only OPD facilities for the interns.
B. AICTE
- The AICTE will make arrangements for the 'to and fro' train travel of the students as per AICTE norms.
- The selection of the students will be purely based on merit and will be done via AICTE’s J&K Internship web portal: https://drive.aicte-india.org/jk/

ARTICLE 2: COORDINATION
Each organization shall appoint one member of its teaching/research faculty/officer to coordinate the programme on its behalf and they will be designated as Program Coordinator(s). Further, a Coordination Committee consisting of a program coordinator from the side of the AICTE, and a Dean from the side of National Institute of Technology, Meghalaya, will periodically review and identify ways to strengthen cooperation between the two institutes.

ARTICLE 3: CONFIDENTIAL INFORMATION
The AICTE and National Institute of Technology, Meghalaya do not absolve any confidential information during the research activity.

ARTICLE 4: INTELECTUAL PROPERTY RIGHTS
Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in both institutes to this Memorandum. Both organizations shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both organizations shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property, takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both organizations, such consent not to be unreasonably withheld.

ARTICLE 5: VALIDITY
The Memorandum shall remain in force for a period of 3 years, year commencing from the effective date and with an annual review. Institutions may extend the term by written agreement signed by both after review.

ARTICLE 6: TERMINATION
Either institution may terminate the MoU by giving written notice of six months in advance to the other institution. Once terminated, neither, AICTE nor National Institute of Technology, Meghalaya will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, the AICTE and National Institute of Technology, Meghalaya will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.
ARTICLE 7: AMENDMENTS/MODIFICATIONS
This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

ARTICLE 8: ADHERENCE TO LAWS
Participating faculties, staff, and students involved in any activities under this Memorandum must adhere to the law of the host countries and the rules and regulations of the institutions.

ARTICLE 9: LEGAL EFFECT
Nothing in this Memorandum shall be construed as creating any legal Relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

ARTICLE 10: DISPUTE RESOLUTION
In case, there be a dispute relating to any aspect of academic cooperation, Chairman, AICTE and Director, National Institute of Technology, Meghalaya will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. The AICTE and National Institute of Technology, Meghalaya welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

All India Council for Technical Education, New Delhi
By: Prof. Rajive Kumar
Title: Member Secretary

National Institute of Technology, Meghalaya
By: Prof. Gayadhar Panda
Title: Director (In-charge)

Witness

By:

Title: