

MEMORANDUM OF UNDERSTANDING

between



भारतीय प्रौद्योगिकी
संस्थान जम्मू
INDIAN INSTITUTE OF
TECHNOLOGY JAMMU

INDIAN INSTITUTE OF TECHNOLOGY JAMMU

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**ISLAMIC UNIVERSITY OF SCIENCE AND TECHNOLOGY,
KASHMIR**

This Memorandum of Understanding (hereinafter referred to as “MoU”) entered into on this 7th day of April, 2023 by and between:

Indian Institute of Technology Jammu, through Director, IIT Jammu, having its campus at Jagti, NH-44, P.O. Nagrota, Jammu - 181221, J & K, India (herein after called as ‘IIT Jammu’ which the expression shall unless repugnant to the context include its successors and assigns) of the **First Party**.

AND

Islamic University of Science and Technology, Kashmir through Dean Academic Affairs, having its office at Islamic University of Science and Technology, Awantipora Pulwama, 192122 J & K, India (hereinafter called as ‘IUST’ which the expression shall unless repugnant to the context include its successors and assigns) of the **Second Party**.

Indian Institute of Technology Jammu and Islamic University of Science and Technology, Kashmir are hereinafter individually referred to as the '**Party**' and collectively as '**Parties**'

WHEREAS,

- i) Indian Institute of Technology Jammu (IIT Jammu) is a premier institute of national and international importance engaged in education, training and research, passed by Act of Parliament.
- ii) The Islamic University of Science and Technology (IUST) has been established through an Act No. XVIII of 2005 dated: 7th November 2005 passed by J&K State Legislature and notified by the State Government, through Jammu & Kashmir Government Gazette dated: 11-11-2005.
- iii) Both IIT Jammu and IUST are leading premier national organizations in their respective fields and are desirous of working together to collaborate as a team to achieve national objectives, undertaken with their best abilities and maximum mutual cooperation with intent of helping each other in nurturing science and technology development - a vital component in India's march towards becoming a developed nation.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of the MoU

In the spirit of intellectual cooperation, scholarly exchange, and the development of national partnership with leading institutions, **Indian Institute of Technology Jammu** and the **Islamic University of Science and Technology, Kashmir** agrees to establish a program of exchange and collaboration on related matters of mutual interest that may emerge over time.

2. The purpose of the cooperation is to promote collaborative research and to facilitate the exchange of ideas, the development of new knowledge, and to enhance high quality research acumen.

3. The modes of cooperation will include:

- a. Exchange of faculty and students for the purpose of research, learning, and teaching.
- b. Joint guidance of students of IUST and IIT Jammu on the mutually agreed areas of expertise of the faculty, students and the two institutions.
- c. Use of infrastructural facilities on project basis while agreeing upon the respective institutional norms.
- d. Development and implementation of co-operative research projects, professional development programs, and capacity building efforts.
- e. Dissemination of findings through scholarly publications, white papers, print and electronic media.

4. To achieve the goals of this cooperation, both parties will, in-so-far as the means of each allow:
 - a. Promote institutional exchange by inviting faculty and student researchers of the partner institution to participate in appropriate research activities.
 - b. Organize symposia, conferences and meetings on timely research issues.
 - c. Develop and carry out joint research programs. and
 - d. Exchange information pertaining to the agreed-upon research areas.
5. Prior to the initiation of any particular project or activity, the specific terms of co-operation and exchange for that project will be discussed and agreed upon in writing by an appropriate responsible representatives of both the institutions.
6. Both parties understand that all financial arrangements for specific exchange activity must be mutually agreed upon and will depend on the availability of funds. In addition, the scope of the activities will be subjected to the funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either from external sources.
7. Either party may propose to the other specific individual research project(s) for collaboration. Such proposals may be made at any time and the parties will develop an agreement for each agreed-upon project. The protection and exploitation of any intellectual property arising out of a research project will be addressed in each individual project agreement.
8. Implementation and monitoring of this agreement will be coordinated by the Dean Academic Affairs of IUST and the Dean (R&C) of IIT Jammu, who may in turn designate a nodal officer for effective correspondence.
9. Each institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent such claims, damages, liability or costs arise from the negligent or wilful acts or omission of the other university or any of its agents or employees in connection with their respective performance under this MoU.
10. The parties agree that in the course of implementing this MoU, they will not engage in unlawful discrimination on the grounds of race, gender, sexual orientation, age, religion, social class, national or ethnic origin or disability.
11. Both institutions acknowledge and understand that all financial arrangements, if any, will be subjected to proper written agreement and availability of funds for each activity/project undertaken.
12. No institution shall have the right to use the name or logo of another institution without the prior approval of that institution in writing.
13. Amendments to this MoU may be made at any time after consultation and agreement between two institutions. Any such amendment must be in writing and signed by both parties.



14. This MoU will remain in force for a period of **FIVE years** from the date of signing. The MoU can also be suitably modified, as agreed to by both the parties, to reflect an increased scope, nature of engagement/activities including financial commitments, if any. Prior to the expiration date, the MoU may be reviewed for possible renewal. In addition, either party may terminate the MoU in advance of its normal expiration by providing the other with six months' prior written notice. In this case, persons already approved as exchange participants will be allowed to complete their exchange visits under the conditions specified at the time of their invitation to the host institution.

15. Arbitration & Jurisdiction

Any disputes or differences that may arise between the Parties hereto out of or in connection to or in connection with the interpretation of any of the terms of this MOU shall be settled through consultation and conciliation process by mutual discussions among the Parties. If the dispute cannot be amicably settled between the Parties within one (1) month after a request to settle the dispute amicably has been made to the other Party, the dispute or difference shall be referred for resolution by arbitration by following the Procedure & Rules of Arbitration as framed by both the institutes. In the event of any dispute between the parties, the sole arbitrator shall be appointed with the mutual consent of both the parties

In witness where of the parties through their authorized representatives have signed these presents on the **7th day of April, 2023.**

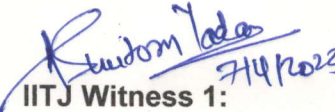

Director
Indian Institute of Technology Jammu

Date: 07 April 2023.

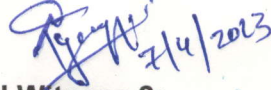

Dean, Academic Affairs
Islamic University of Science and Technology, Kashmir



Date: 07/04/2023


IITJ Witness 1: 7/4/2023

IUST Witness 1:


IITJ Witness 2: 7/4/2023

IUST Witness 2: