

Memorandum of Understanding

for Academic Cooperation between





Sultanate of Oman

And

National Institute of Technology Durgapur, West Bengal, India

A. TITLE & PARTIES

This Memorandum of Understanding (MoU) is made between *National University* of *Science and Technology* (hereinafter referred to as *NU*) with legal address registered at Head Quarters, PO Box 620, PC 130, Bousher, Sultanate of Oman, of the FIRST PART

And

National Institute of Technology Durgapur (hereinafter referred to as NITD), an autonomous institution of the Government of the Republic of India under Ministry of Human Resource Development, with legal address registered at Durgapur 713 209, West Bengal, India, of the SECOND PART, to develop a collaboration and exchange programme in academics and research.

B. PREAMBLE

I. Definitions

NU and **NITD** recognize their strength in education and research in one or more disciplines of science, engineering, management and social sciences. In accordance with the mutual desire to foster cooperation between **NU** and **NITD** in the areas mentioned below, the two institutions have agreed to sign the following Memorandum of Understanding.

II. Objectives

Both Institutes agree to develop the following collaborative activities in the academic and research areas of mutual interest, on the basis of equality and reciprocity.

III. Areas of Cooperation

Based on the principles of mutual benefit and respect for each other's independence, the two institutions will:



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- a) Co-operate Training, Short Courses and Consultancy Services: Cooperation and exchange of expertise in design, development and delivery of short courses and training programmes to meet the needs of human resource development of Sultanate of Oman.
- b) Seminars, Workshops and Conferences: organize jointly short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein,
- c) Research and Development: Collaboration in research and development activities , exchange of research publications, joint supervisions and research projects, undertaking research programmes leading to award of PhD,
- d) Staff exchange programmes: Promote staff exchange and secondment between both institutions for the benefit of faculty.
- e) Student exchange programmes: Organization of study visits, participation in Bachelor's and Master's courses, recognition of academic credits and cooperation in supervision of project work and completion of respective final project theses.
- f) Academic Programmes: Cooperation in development of curriculum for new or existing programmes, its implementation and operation in Engineering or Technological areas,

IV. Forms of Cooperation

NU and NITD agree that the detailed terms and conditions that guide each activity identified above, if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of proposed activity and financial arrangements.

V. Central Authorities

Each institution shall appoint one member of its teaching/research faculty to coordinate the program on its behalf. The NU contact person will be Prof. K.P. Ramachandran, Deanship of Graduate Studies & Research, National University of Science & Technology, Head Quarters, P O Box 620, Bousher, PC 130, Sultanate of Oman; Tel +968 24536165; E-mail: ramachandrankp@nu.edu.om

The NITD contact person will be Director, National Institute of Technology Durgapur, Mahatma Gandhi Avenue, Durgapur 713209, West Bengal, India; Tel.: +91 94347 88001, E-mail: director@admin.nitdgp.ac.in.

VI. Implementation of Memorandum

Both institutions agree that specific projects and activities shall be developed for the implementation of this Memorandum based on discussions and negotiations between



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the two institutions. Agreements or contracts shall be signed separately to carry out these projects and activities.

VII. Financial Arrangement

Neither institution shall incur financial obligations under this agreement. However, applications for financial support towards the cooperation and individual activities planned under this agreement will be transparent and undertaken with mutual consent of parties involved.

Other sources of finances likely to be realizable to aid this cooperation can be pursued with the knowledge of each other through intimation in writing.

VIII. Protection of Intellectual 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 Agreement shall be vested in both instates to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes 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 teach 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 institutes, such consent not to be unreasonably withheld. **NU** and **NITD** shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purpose without the payment of royalties or other fees to the other party.

IX. Protection of Confidential Information

Neither party shall have the right to use the name or emblem of another party without the prior approval of that party in writing. Also, without the written consent of both the parties, none of the confidential information and project's common IPR may be transferred to any third-party.

X. Revision & Amendment

This MOU may be amended at any time by a written agreement signed by both the institutions.



XI. Settlement of Disputes

Any dispute shall be resolved jointly by Vice Chancellor, NU and Director, NITD in the spirit of independence, mutual respect and shared responsibility.

XII. Entry into Force, Duration, Termination and Renewal Clause

Entry into force: This MOU shall come into force after the completion of internal legal procedures necessary for the entry into force of the Agreement.

Duration: This MOU shall come into effect from the date of the completion of internal legal procedures necessary for the entry into force of the Agreement and shall remain in effect for a period of three years.

Termination: In order to terminate this MOU, a written notice must be issued by either party at least three months in advance.

None of the Institutions shall be responsible for any losses, financial or otherwise, due to the termination of the MoU, which any institution may suffer. However, both the institutions shall ensure that the provisions of this Agreement shall continue to apply to all activities in progress until their completion.

Renewal: The MoU can be renewed for another **three-year** period after it has expired. If the MOU is not actively renewed, it expires automatically.

C. CONCLUDING PARAGRAPH AND SIGNATURE CLAUSE

2/10/202

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Treaty. This agreement has been made in the English language in two identical copies, one for each institution on this ______ day of ______ 2022.

For and on behalf of

National University of Science & Technology

Name: Dr. Ali Saud Al Bimani

Designation: Vice Chancellor

National University of science & Technology, Head Quarters, Bousher, P O Box 620, PC 130, Muscat, Sultanate of Oman

For and on behalf of

National Institute of Technology Durgapur

Name: Prof. Anupam Basu

Designation: Director

National Institute of Technology Durgapur, Durgapur 713209, West

Bengal, India.



