

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



GANDHI INSTITUTE FOR TECHNOLOGY

&



THE INSTITUTION OF ENGINEERS (INDIA)

MEMORANDUM OF UNDERSTANDING

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Gandhi Institute for Technology (IM-000527-6), created / incorporated under Balaram panda Trust affiliated by Biju Patnaik University of Technology, Odisha and having its campus office at Gramadiha, Po. Gangapada, Bhubaneswar, Dist. Khurda, Odisha – 752 054.

(hereinafter called “the Collaborator”).

AND

The Institution of Engineers (India) established under Royal Charter 1935 and having its Head Quarter at No.8, Gokhale Road, Kolkata – 700 020 (hereinafter called “IEI”).

1. **Background**

1.1 IEI is the largest multi-disciplinary professional body of engineers encompassing 15 (fifteen) engineering disciplines with a membership of more than 2 lakhs corporate members and providing services through 123 state and local centre . IEI has its headquarters located in Kolkata and several Overseas Chapters, Foras and Organ.

1.2 IEI is a pioneer body to introduce, starting from 1928, continuing engineering education programme in the country.

1.3 IEI is a first professional body to represent India in several International Bodies, such as the World Federation of Engineering Organizations (WFEO), the Federation International du Beton (fib), and the Federation of Engineering Institutions of South and Central Asia (FEISCA) and Federation of Engineering Institutions of Asia and Pacific (FEIAP). It also has bilateral agreements with a number of professional societies across the globe.

1.4 IEI strives to provide various platforms for professional enrichment of its student and Corporate Members through adoption of contemporary learning methodologies to and from the said entity.

1.5 In the interest of establishing a relationship of mutual benefit to both of the parties hereof, the collaborator and IEI have agreed to the areas of collaboration on academic and research related activities as mentioned hereinafter.

2. **Objectives:**

2.1 To contribute further to the cause of engineering fraternity through collaboration between the collaborator who is an Institutional Member of IEI and IEI.

2.2 For enhancing skills and competency of the engineers through training and certification.

2.3 To encourage Industry-Academia interface because a productive interface between industry and academia, in the present times of knowledge economy, is a critical requirement. Industry-academia interface brings to meet the industry's needs and expectations and the academic aspirations..

3. **Scope of this MEMORANDUM OF UNDERSTANDING**

3.1 The Scope of collaboration in this Memorandum of Understanding includes the following categories:

- (a) Developing research projects jointly and avail funding;
- (b) Exchange of academic information, materials and facilities;
- (c) Short term course and Training ;
- (d) Training and certification program for engineers;
- (e) Organizing/ participation in Joint symposia, seminars, conferences, workshops etc.;
- (f) Promoting such other activities/programs as mutually agreed from time to time.

3.2 Both the collaborator and IEI agree to undertake research projects/activities through sharing of research ideas, data and resources that can lead to joint publications, development of any product or other intended outcomes like Intellectual property rights/ patents/discoveries generated out of the research activities, belonging to both parties. Such collaboration activities will also include joint research conferences, visitations and sabbaticals at each other's institution; subject to mutual consent of both the parties. All such joint research activities will be governed by the terms and conditions laid out by separate written agreement by both of the parties hereof.

3.3 Both parties hereof agree to exchange academic information, facilities, resources etc. as mutually agreed from time to time.

3.4 Both the parties hereof agree to develop opportunities for engineers to teach courses, conduct seminars and undertake such other activities at each other's campus as mutually agreed.

3.5 Both of the parties hereof will promote their officers participation in the conferences, conclaves and seminars organized by each other to strengthen the ties between both of them and will also jointly organize symposia, seminars, conferences, workshops and other programs as mutually agreed.

4. Membership

The collaborator will strive to enrol its engineers/student as corporate/student members of IEI who will strive to provide all the privileges to the members as per the By-Laws of IEI.

5. Advertising & Publicity

Both the parties hereof will publicly advertise the collaboration under this Memorandum of Understanding among students, staff etc., if agreed by their management. Where reasonably possible in making advertisements or public announcements in relation to this Memorandum of Understanding, each institution shall acknowledge the participation of the other institution and the contribution that other institution has made if any.

6. Costs and Expenses

All the costs and expenses to active the scope of this Memorandum of Understanding would be shared by the parties hereof as may be mutually agreed.

7. Commencement, renewal, termination and amendment

7.1 This Memorandum of Understanding will come into force upon affixing of the signatures of the representatives of the both the parties hereof and will remain in effect for three (3) years thereform.

7.2 This Memorandum of Understanding will be renewed upon its expiry, as per mutual agreement of both the parties hereof.

7.3 If either of the parties hereof wishes to terminate the Memorandum of Understanding during its continuance or in between it must notify the other party in writing not less than six months' prior notice.

7.4 The event of termination will not affect participants from completing their activities at the host party already initiated or ongoing unless otherwise mutually agreed.

7.5 This Memorandum of Understanding, its renewal and the actions taken under it will be reviewed at any time.

7.6 Modifications to Memorandum of Understanding will be made by mutual consent.

8. Coordinators:

8.1 Each of the parties hereof agrees to appoint an overall Coordinator archiving the object of this Memorandum of Understanding.

8.2 The Coordinator so appointed will serve as the contact person on campus. These coordinators will ensure smooth flow of communication and

would be responsible to ensure that necessary approvals are in place for student/faculty exchange, articulation agreement etc.

8.3 These coordinators will be responsible to ensure the effectiveness and achieving object of this Memorandum of Understanding.

8.4 Both the parties hereof are responsible for keeping their contact details up to date.

9. Resolution of Disputes and Governing Law:

9.1 In the event of any unforeseen issues or matters not covered herein or any controversy, dispute or difference arising out of or in connection with this Memorandum of Understanding, the same shall be resolved amicably by both the parties hereof.

9.2 This Memorandum of Understanding and further agreements will in all respect be governed by and construed in accordance with the laws of India.

10. Jurisdiction

All the disputes between the parties hereof and arising out of this Memorandum of Understanding shall be subject to the jurisdiction of appropriate Court or other authority only in whose jurisdiction the head quarter of IEI is now situating or may situate in future.

This Memorandum of Understanding shall be signed in counterpart. Each counterpart will constitute an original document and these counterparts

taken together, shall constitute one and the same Memorandum of Understanding.

Date this – day of **17th June 2019**.

Signature

Gandhi Institute for Technology

Authorised Signatory

Signature

The Institution of Engineers
(India)

Authorised Signatory

For: [The collaborator]

Professor Dr S Krishnamohan Rao

Principal

Gandhi Institute for Technology

Gramadiha, Po. Gangapada,

Bhubaneswar, Dist. Khurda,

Odisha – 752054

For: IEI, Kolkata

Maj Gen Souresh Bhattacharya

Secretary & Director General

The Institution of Engineers (India)

8, Gokhale Road, Kolkata

West Bengal – 700020