



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made on October 12, 2016 between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur**)

And

Lassonde School of Engineering, York University, Toronto, Canada (hereafter referred to as **Lassonde**)

Whereas

Malaviya National Institute of Technology, Jaipur is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

Lassonde School of Engineering is an institution of higher education within York University that is the 3rd largest University in Canada. Lassonde is the home to the Renaissance Engineering program and is renowned for its creative and highly innovative programs with an emphasis in entrepreneurship. Lassonde is also committed to conducting research and innovation at the highest levels.

1. Scope of MoU:

Both the parties in principle agree to work in the following areas of collaboration:

- a) Student and faculty exchange and joint supervision of students, where possible;
- b) Partnering and supporting each other through joint research initiatives/projects;
- c) Offering joint courses/programs in areas of common interest when possible; and,
- d) Other academic/professional activities such as organizing conferences/seminars, etc.

2. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of three years, thereafter extendable upon review of activities and mutual interest.

3 Commercials:

Both the Parties shall work out commercials with respect to each individual work plan separately and on a case-by-case bases under separate agreements. In no case any financial or academic liability on one party would be transferrable on the other party.

4 Terminations:

- 4.1 In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three month notice in writing sent by registered post or Speed Post or Courier.
- 4.2 Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:
 - 4.2.1 Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
 - 4.2.2 Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
 - 4.2.3 Any party does not perform the obligations as per the contract willfully for a period of one month or for a total period of one month in any one period of twelve calendar months
 - 4.2.4 Any of the parties are guilty of any conduct, which legally is prejudicial to the contracts interests.
 - 4.2.5 No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the each Party.

5 Force Majeure

- 5.1 If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the

extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots sabotage, acts of God and war or enemy action.

6 Notice


6.1 Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

7 Indemnity:

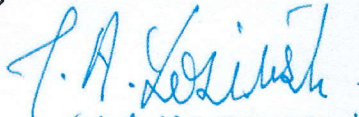
7.1 Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

In witness thereof the parties have set their hands and seal on the day month and year first written.


For
Malaviya National Institute of Technology,
Jaipur

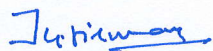

C.A.B. GUPTA
Director, MNIT Jaipur
Name and designation of signatory

For
Lassonde School of Engineering
Toronto

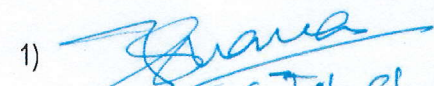

(J.A. KOZINSKI)
Dean, Lassonde School of Engineering
Name and designation of signatory


Witness:

1) 
Prof. S.P. Chaurasia
(Witness present in Canada
on Oct 12, 2016)

2) 
JYOTIRMAY MATHUR
Dean, International Affairs

Witness:

1) 
(Jit Sharma)
(Dept. chair, Civil Engineering)

2) 
S. PAGIATAKIS
ASSOCIATE DEAN RESEARCH & GRAD STUDIES