

Memorandum of Understanding

between

**Delhi Mumbai Industrial Corridor Development
Corporation**

and

The Indian Institutes of Technology

August, 2014

This Memorandum of Understanding ("MOU") is made and entered into on 21st August, 2014 at New Delhi by and between:

Delhi Mumbai Industrial Corridor Development Corporation with its registered office in Delhi (hereinafter referred to as DMICDC);

And

The Indian Institutes of Technology created under the Institutes of Technology Act 1961 (hereinafter referred to collectively as the IITs);

WHEREAS

- A. DMICDC (alone or in conjunction with other companies) is entrusted with the entire planning for development of integrated composite industrial cities between Delhi and Mumbai; and
- B. The IITs are national institutions of importance involved in teaching and research in science and engineering and have a mandate for capacity-building and delivering innovations to society and industry; and
- C. They wish to work together to deliver value to both DMICDC and the IITs within the scope of engagement defined later, but not restricted to it.

1 Purpose

This MOU details the modalities and general conditions regarding collaboration between IIT and DMICDC for successful development and implementation of Delhi Mumbai Industrial Corridor. The main objective of cooperation under the MoU would be to ensure a mutually beneficial relationship between DMICDC and the IITs so as to bring in the academic expertise available with the IITs for the development of DMIC and to transfer the experiences/ knowledge available with DMICDC to the students/ IITs / professionals for the greater benefit of the nation.

2 Terms of Cooperation

All terms and conditions relating to specific projects including costs of each specific activity/ project under this Memorandum of Understanding shall be agreed upon separately in individual agreements.

Although the parties wish to cooperate in future projects, this Memorandum of Understanding does not impose any duty on one of the Parties to disclose any information to the other Party nor to enter into any individual agreement or obligation.

3 Definition of Roles

DMICDC will be represented by its Chief Executive Officer (CEO), and the IITs will be represented by Prof. Pradipta Banerji, Director, Indian Institute of Technology Roorkee for all administrative purposes, and will be the coordinators for effective implementation of this MoU. Initially the IITs represented are the IIT Bombay, IIT

Gandhinagar, IIT Hyderabad, IIT Kanpur, IIT Kharagpur and IIT Roorkee.

At a later date, through mutual agreement, the administrative coordinators may be changed and/or other IITs may be included within the scope of this MoU.

4 Roles & Responsibilities of DMICDC

- DMICDC will work for the improvement of knowledge of students and academicians regarding new developments in India under DMIC which includes state of art international level planning, design & engineering
- DMICDC will work for providing interaction students and academicians with world's best planners, designers, engineers, etc.
- DMICDC will work towards involvement of representatives of DMICDC and various consultants for providing guest lectures to students in the academic institutions on a regular basis
- DMICDC will advise IITs towards improvement of subject curriculum and subject enhancement of various streams in the field of architecture, planning, engineering and management.

5 Roles & Responsibilities of IITs

- IITs will involve a wide cross section of experts from various fields to work on DMIC project giving their inputs at various stages of planning, development and implementation of projects;
- IITs will establish mechanisms to review on a continuous basis the various reports, master plans, designs, drawings, detailed project reports, etc. so as to bring in the latest developments in the field of architecture, planning, engineering and management to meet the challenges of the changing needs;
- IITs will provide the latest theories and research available in the fields of architecture, planning, engineering and management;
- IITs will advise DMICDC in adoption of new innovations in design and construction of infrastructure facilities;
- IITs will provide latest research and development facilities in terms of laboratories, staff, etc to DMICDC during the implementation stage;
- IITs will provide access to highly skilled graduates, academic consultants and university facilities so that state of art development can take place.

6 Joint Roles & Responsibilities

Both DMICDC and IITs will work together so as to contribute to the nation building by means of development of infrastructure facilities, new cities and development of talent and skilled resource pool for the nation.

7 Sharing of Facilities

DMICDC and IITs shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

DMICDC and IITs shall permit the sharing of reports, master plans, projects reports, software, library facilities and other materials and components developed in-house in

the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

8 Mechanism of Engagement

The scope of engagement between DMICDC and the IITs is defined as follows (the items are not considered prescriptive but define the broad parameters of the engagement):

1. Awareness Activity: The representatives of DMICDC and involved consultants can provide guest-lectures to students in the IITs on a regular basis. This would include lectures on the various latest and international standards of planning, design and engineering being adopted in DMIC projects.
2. Curriculum Design: DMICDC can provide suggestions to IITs for inclusion of content related to DMIC projects in the course curriculum and provide content designing and updation on a regular basis.
3. Academic Projects: DMICDC can provide the IITs with short-term projects, studio exercise, research projects, etc. The IITs can be provided with projects having planned activity with structured identifiable objectives.
4. Continuing Education: DMICDC can get into partnership with the IITs and can provide joint seminars, short-term programs for industry, professionals, executives and students.
5. Consultancy Services: DMICDC can get into strategic alliance with the IITs wherein the IITs can provide consultancy services on planning, design, engineering and related issues to DMICDC.

DMICDC and the IITs can expand this scope of engagement at a future date based on each other's needs at that time.

9 Costs

The costs for each activity under this MoU will be decided mutually before the start of that activity, and will be agreed to in writing.

10 Confidentiality

IITs and DMICDC shall, for the duration of the Memorandum of Understanding not make accessible to third parties information of a technical or commercial nature received from the other Party and declared to be confidential.

11 Effectiveness and Duration

This MOU shall be effective from the date of its signing by competent authorities at both ends. The duration of the MOU shall be for a period of 5 years from the effective date. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than two months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

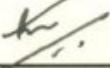
12 Amendments

Any amendment and/or addenda to the MoU shall be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

13 Resolution of Disputes

This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at New Delhi. Any dispute arising out of the interpretation of this MoU shall be mutually settled through negotiations between the Parties. In case of failure to settle the dispute through negotiations, the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be English.

IN WITNESS WHEREOF, DMICDC and the IITs hereto have executed this MOU by their duly authorised representatives.

Signed: 

Name: Shri Talleen Kumar

Designation: CEO & MD

Date: 21st August, 2014

for and on behalf of DMICDC

Signed: 

Name: Shri Pradipta Banerji

Designation: Director, IIT Roorkee

Date: 21st August, 2014

for and on behalf of the IITs