

MEMORANDUM OF UNDERSTANDING

Between



VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY (VNIT)
South Ambazari Road, Nagpur - 440 010, Maharashtra
<http://vnit.ac.in/>

And

Logo of ABCD

Address of ABCD

Memorandum of Understanding-XYZ-YEAR

Memorandum of Understanding

Between

Visvesvaraya National Institute of Technology (VNIT), Nagpur

and

ABCD

This **Memorandum of Understanding** (“**MoU**”) is made as of the ____ day of 2025 (“Effective Date”).

BY AND BETWEEN

Visvesvaraya National Institute of Technology (VNIT) a statutory body constituted under the Act of Parliament under the National Institute of Technology Act, 2007 (29 of 2007) and National Institute of Technology (Amendment) Act 2012 (No. 28 of 2012) functioning at its premises at South Ambazari Road, Nagpur - 440 010 represented by the Dean, (R&C) duly authorized by the Director, **Visvesvaraya National Institute of Technology (VNIT)** herein after referred to as ‘**VNIT**’ which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

ABCD, a Department or a Ministry or a Limited Company or an organization with **CIN** _____ and registered in India, having its registered office at _____ represented by _____ (hereinafter referred to as “**ABCD**”) which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

“**VNIT**” and “**ABCD**” will individually be referred to as a ‘**Party**’ and collectively as ‘**Parties**’.

RECITALS:

WHEREAS:

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1. ABCD is working in the area of _____
2. ABCD is interested to collaborate with VNIT for pursuing a research & development project (R&D) in the area of _____.
3. VNIT is a premier academic and research institute established by the Government of India and has the expertise and facilities to carry out R&D studies in the said area.

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into an MoU as follows:

1. Scope & Objectives of the MoU

1.1. ABCD & VNIT agrees to work on _____(Problem Statement)_____
_____ Scope of the work/research will remain limited to finding out _____.

1.2. VNIT hereby agrees to carry out the R&D work to find a solution to the given problem statement in a timely manner in accordance with the terms of this MoU ABCD subject to ABCD performing its reciprocal obligations here under as specified in the MoU.

1.3. *****

1.4. *****

2. Obligations & Responsibility of the Parties

A. Responsibilities of VNIT Nagpur

2.1. VNIT will do the research and development work with full sincerity, honesty and time bound manner keeping in mind the core aim of the research.

2.2. VNIT will share progress report with the ABCD every six months.

2.3. At the end of the project, a final report ("**Deliverables**") will be presented to ABCD together with a know-how transfer, if applicable.

2.4. _____

2.5. _____

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B. Responsibilities of ABCD:

- 2.6. ABCD will provide instruction, data and materials in a timely manner to support the research.
- 2.7. ABCD shall make all due payments within 15 days of the raising of invoices MOU.
- 2.8. _____
- 2.9. _____

3. Funding and Payment

- 3.1 Project cost for developing, implementing, executing, conducting, coordinating for consultancy and carrying out approved projects. This will be driven through specific project Memorandum of Agreements (MOAs).
- 3.2 VNIT shall charge project overhead for its services toward project facilitation as per the institute's existing norms.
- 3.3 VNIT shall maintain books of accounts, records, or documents related to the utilization of funding and expenditure on the projects and the ABCD shall reserve the right to verify the utilization of funding and expenditure on the projects.

4. Ownership of Intellectual Property

- 4.1 The **Parties** shall each retain ownership of, and all rights, titles, and interests in, their respective background Intellectual Property already possessed by them prior to the commencement of this MoU.
- 4.2 The rights and titles to any and all Intellectual Property based on any inventions, technology, processes, products, devices, designs, copyrights, etc. (collectively, "Inventions") developed under the scope of this MoU shall be mutually decided by the **parties** on a case-to-case basis.

5. Confidentiality

- 5.1 Both Parties agree to hold in confidence all information/data designated by the Parties as being confidential which is shared by either Party pursuant to this MoU or created during the performance of this MoU. Either Party shall not, unless specifically permitted in writing by the other Party, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this MoU. The disclosure to any such Personnel as aforesaid, of

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any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

- 5.2 The above clause excludes information/data possessed by either party before entering this MoU or independently developed or information already available through public domain.

6. Publication

- 6.1. ABCD recognizes that under its policy, the VNIT shall have the right, at its discretion to release information or to publish any material resulting from the research, provided that such material does not include any ABCD's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.
- 6.2. VNIT shall furnish ABCD with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this MoU. Within fifteen (15) days of receipt, ABCD shall notify the VNIT in writing if such proposed publication includes ABCD Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for publication. ABCD may request the VNIT to delay publishing such proposed publication for a maximum of twenty-one days (21) from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.
- 6.3. ABCD will be given full credit and acknowledgment for any support provided to the VNIT in any publication resulting from this MoU, unless requested otherwise by ABCD.

7. Term and Termination

- 7.1 This MoU shall be in effect from the date of signature. It will remain valid for a period of 3 years ("Term") and may be continued thereafter after suitable review and agreement.
- 7.2 Either Party may terminate the MoU by giving written notice to the other Party three months in advance.

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- 7.3 The termination and expiration of this MoU will not affect the terms of ongoing activities at the time of termination or expiration.

8. Other Terms and Conditions

- 8.1 This MoU reflects the entire agreement between the parties with respect to its subject matter. No modification of this MoU shall be of any force or effect unless it (i) is in writing, (ii) reflects the effective date of the modification, (iii) is signed by both the parties, and (iv) expressly indicates that it modifies this MoU.
- 8.2 Neither Party shall assign, delegate or otherwise transfer any of their rights or obligations under this MOU to any person in any manner without the prior written consent of the other Party.
- 8.3 This MoU shall be governed by, and construed in accordance with, the laws of India.
- 8.4 In case of any disagreement or dispute related to activities covered under this MoU, the Parties shall jointly work to amicably resolve by negotiating in good faith.
- 8.5 The relationship of the Parties hereunder shall be non-exclusive and Parties shall be at liberty to pursue other agreements or collaborations of any kind.
- 8.6 may undertake other projects in the same field provided-to the best of its knowledge and belief that there exists no danger of information of a confidential nature coming into the hands of a third party.
- 8.7 Neither Party shall be held liable to the other party for any loss, delay, damage or failure in performance (and shall not be liable for any loss or damages caused thereby) due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Fire or Accident, Epidemics, Governmental or Parliamentary restrictions, Lockouts, Strikes, Riots, Civil Commotions, Prohibitions of any kinds, import or export regulations, exchange control regulations, etc.

9. Notices

Notices or other communications required to be given in implementing the MoU shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.

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In Witness thereof the **Parties** have executed the MoU on Effective Date as mentioned in first page.

On Behalf of - **Visvesvaraya
National Institute of Technology,
VNIT Nagpur**

On Behalf of - **ABCD**

Name:

**Prof. Prem Lal Patel,
Director, VNIT Nagpur**

Witness 1:

Witness 1:

**Prof. Yashwant B. Katpatal,
Dean (R&C), VNIT Nagpur**

Signature:

Name:

Witness 2:

Witness 2:

**Head of Department/Associate
Dean (CII) VNIT Nagpur**

Name:

**Coordinator:
VNIT Nagpur**

**Coordinator:
ABCD**