

MEMORANDUM OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING
MEMORANDUM
OF UNDERSTANDING

Between

Through Prof. Javad Vaezghani Amir, Babol Noshirvani University of Technology (hereinafter referred to as "BNUT"), a technical university located at Shariati Av., Babol, Mazandaran, Iran Postal Code: 47144-7534, Iran (http://www.bnut.ac.ir/)

Between



and
Through Prof. Yogesh Singh, of Delhi Technological University (hereinafter referred to as "DTU"), an Institute of Higher Education and Research located at Delhi Technological University, Swarnajayanti, New Delhi-110042, India. Tel: +91-11-27871048, Fax: +91-11-27871049, India.

**BABOL NOSHIRVANI UNIVERSITY
OF TECHNOLOGY (BNUT), IRAN**

BNUT and DTU shall henceforth be referred to separately as "the institutions" and jointly as "the institutions".

And

A. DTU is a leading World Class Institute and Technological University plays a significant role in National and Global Knowledge Network. DTU empowers India with the Wings of Knowledge and Power of Innovations. In taking various initiatives to enhance its academic and research capabilities, DTU has established partnerships with various organizations.



B. BNUT was founded in 1978 by the late Dr. Mehdi Noshirvani, a highly respected and honourable man and one of the greatest philanthropists of Babol. The university is named after the late Dr. Mehdi Noshirvani. The university with regional leadership in Mazandaran province, Babol, Iran. The university is located in Babol a city in the north of Iran, 20 km away from Babol city.

C. The institutions shall at all times endeavor to ensure the mutual benefit of the institutions agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

**DELHI TECHNOLOGICAL UNIVERSITY (DTU),
INDIA**

decide their respective interests and shall establish a basis for co-operation and collaboration between the institutions upon the terms as contained herein.

MEMORANDUM OF UNDERSTANDING
BETWEEN
BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, IRAN
AND
DELHI TECHNOLOGICAL UNIVERSITY, INDIA

THIS MEMORANDUM OF UNDERSTANDING is made on 10th January 2018.

Between

Through Prof. Javad Vaseghi Amiri, of Babol Noshirvani University of Technology (hereinafter referred to as "BNUT"), a technical university located at Shariati Av., Babol, Mazandaran, Iran Postal Code: 47148 - 71167, IRAN of one part (<http://en.nit.ac.ir/>).

and

Through Prof. Yogesh Singh, of Delhi Technological University (hereinafter referred to as "DTU"), an institute of Higher Education & Research located at Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042, Tel.: +91-11-27871018, Fax: +91-11-27871023, India (<http://www.dtu.ac.in>).

BNUT and DTU shall hereinafter be referred to singularly as "the Institution" and jointly as "the Institutions".

- A. DTU is a leading World Class Research and Technological University playing a significant role in National and Global Knowledge Network thus empowering India with the Wings of Knowledge and Power of Innovations. In taking various initiatives to enhance its academic and research capabilities, DTU has established partnerships with various organizations.
- B. BNUT was founded in 1970 by a great benevolent & honourable man and one of the greatest philanthropists of Iran, Late *Seyed Hossein Fallah Noshirvani*. The university with regional leadership in academic and research excellence is located in Babol a city in the north of Iran, 20 km south of the Caspian Sea.
- C. The institutions shall at all times for the common benefit of the institutions agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. The institutions are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis for co-operation and collaboration between the institutions upon the terms as contained herein.

NOW THE INSTITUTIONS HEREBY AGREE AS FOLLOWS:

ARTICLE 1

SCOPE OF COOPERATION

- 1.1 The Institutions, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations of the respective country from time to time in force, will endeavour to promote and expand international development, understanding by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff and faculty members of BNUT and DTU.
- 1.2 Each institution will endeavour to take necessary steps to encourage and develop an academic exchange in the area of education and research, and have agreed upon the following activities attached in Appendix A of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Institutions agree that the list of activities attached in Appendix A and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Institutions.

ARTICLE 2

IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Institutions agree to appoint an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on respective campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts/faculty members and arrangements associated with their visits.

ARTICLE 3

FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one institution to the other.
- 3.2 Each institution will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

**ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out -
- i. jointly by the Institutions, or research results obtained through the joint activity effort of the Institutions, shall be jointly owned by the Institutions in accordance with the terms to be mutually agreed upon;
 - ii. solely and separately by DTU or BNUT, or research results obtained through the sole and separate effort of DTU or BNUT, as the case may be, shall be solely owned by the Institution concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Institution.

**ARTICLE 5
EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Institutions' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE 6
NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Institutions or so to constitute either Institution as the agent of the other.

ARTICLE 7
REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Institution may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 7.2 Any revision, modification or amendment agreed to by the Institutions shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Institutions by mutual agreement.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 8
SUSPENSION

Each Institution reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Institution.

ARTICLE 9
SETTLEMENT OF DISPUTES

Any difference or dispute between the Institutions concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between both the Institutes.

ARTICLE 10
DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 10.2 Thereafter, if the Institutions hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 10.3 Notwithstanding anything in this Article, either Institute may terminate this Memorandum of Understanding by notifying the other Institute to its intention to

IN W
Mem terminate this Memorandum of Understanding by a notice in writing, at least six (6)
months prior to its termination date. Termination shall be without penalty.

**ARTICLE 11
NOTICES**

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of DELHI TECHNOLOGICAL UNIVERSITY or BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Institution may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To DTU:

Delhi Technological University
Delhi Technological University, Shahbad Daultapur,
Main Bawana Road, Delhi-110042.
India, (<http://www.dtu.ac.in>)
Tel.: +91 (11) 27871018

To BNUT:

Babol Noshirvani University of Technology
P.O. Box 484, Shariati Av., Babol, Postal Code: 47148 - 71167,
Mazandaran, Iran (<http://en.nit.ac.ir/>)
Tel: +98 (11) 323 334501 and +98 (11) 323 10973
Facsimile: +98 (11) 323 334201

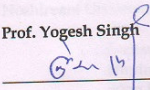
IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding.

THE LIST OF ACTIVITIES BETWEEN BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY (BNUT), IRAN AND DELHI TECHNOLOGICAL UNIVERSITY (DTU), INDIA

SIGNED FOR AND ON BEHALF OF
DELHI TECHNOLOGICAL UNIVERSITY:

Prof. Yogesh Singh

10/01/2018

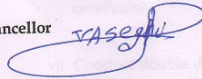

10/1/18

SIGNED FOR AND ON BEHALF OF
BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY:

Prof. Javad Vaseghi Amiri

10/01/2018

Chancellor



APPENDIX A

**THE LIST OF ACTIVITIES BETWEEN BABOL NOSHIRVANI UNIVERSITY OF
TECHNOLOGY (BNUT), IRAN AND DELHI TECHNOLOGICAL UNIVERSITY (DTU),
INDIA**

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Delhi Technological University and Babol Noshirvani University of Technology agree to explore the following collaborative activities:

- i. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and the specific department.
- ii. Exchange of undergraduate and graduate students with the objective of enrolling students in courses appropriate to their year and area of study.
- iii. Support reciprocity in university extension activities of common interest.
- iv. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- v. Develop joint research projects and joint publications.
- vi. Conduct mutual international conferences and workshops and offer dual certificates.
- vii. Conduct double degree programs, in case Iran Ministry of Science may grant BNUT the permission.
- viii. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

* The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Institutions.