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IIT ROORKEE

Article 5 Agreement or Memorandum of an agreement

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UTTARAKHAND OPEN UNIVERSITY HALDWANI NAINITAL

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(One Hundred only)



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Uttarakhand Open University Malabaani (Nainital)

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter referred to as the "MoU") is made and entered into on the $26 \, \text{Movember} \, 2025$

Retween

Uttarakhand Open University (UOU), established by the Uttaranchal Open University Act 2005, is a state university in Haldwani, Uttarakhand, dedicated to providing education through distance learning with a focus on flexibility and affordability for all sections of society, particularly women and other marginalized groups (hereinafter referred as "UOU", which expression shall unless repugnant to the context or meaning thereof including its affiliate, successors, executors, administrators and permitted assignees)

and

Indian Institute of Technology Roorkee (IITR), an academic institute of national importance and a statutory body existing under the provisions of the Indian Institute of Technology (Roorkee) Act, 2001, having its main campus and administrative office at Roorkee, Uttarakhand, India (hereinafter referred as "IITR", which expression shall unless repugnant to the context or meaning thereof including its affiliate, successors, executors, administrators and permitted assignees)

IITR and UOU are individually referred to as the "Party" and collectively as the "Parties".





In the interest of establishing a relationship that will mutually benefit both organisations, UOU and IITR intend to explore academic and research-related activities as mentioned in this MoU.

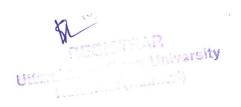
1 OBJECTIVES:

The Parties hereby intend to explore academic, training, and research-related activities, subject to the prevailing norms at both institutions:

- 1.1. Short-term exchange of faculty and students for the academic program development in line with the implementation of the National Education Policy (NEP) 2020.
- 1.2. Translation of scientific literature, library resources, information and methodology.
- 1.3. Establishment of research facilities at UOU with support from IITR, without any financial obligations on IITR, subject to administrative approvals and through a separate agreement.
- 1.4. Development of training programs for the faculty members and staff of UOU, as identified out of mutual interest, through a separate agreement.
- 1.5. Development and implementation of collaborative research, education, and outreach Projects in the identified areas and methodology through separate specific agreement(s) are to be undertaken as mutually agreed upon and subject to the IPR policies of the institutions.

2. AREAS OF COLLABORATION:

Some of the areas identified but not restricted for the scientific collaboration and establishment of research facilities, through separate specific agreement and as per the prevailing norms at both institutes:





- 2.1. Screening natural products for their biological activities (like antibacterial, antivirals, and antioxidants, etc.).
- 2.2. 3-D printing of biological scaffolds for healthcare and agricultural fields.
- 2.3. Valorisation of climate resilient crops like millets, health attributes of fermented foods of Uttarakhand, value addition to the berries and other common fruits (like Kafal, Bedu, etc).
- 2.4. Shelf life enhancement of horticulture crops.
- 2.5. Joint research on the impacts of climate change in one of the most fragile ecosystems of the Hindukush-Karakoram-Himalayas (HKH) region in terms of climate extremes like cloud bursts, landslides, snow cover and shrinking glaciers.
- 2.6. Design of tools/effective strategies to mitigate the challenges associated with man-animal conflict.
- 2.7. Design hand tools for dousing the forest fires manually at the local community level.
- 2.8. Documentation of the rich cultural heritage in terms of art, craft, handlooms, etc. and providing an enabling environment for their global outreach.

3. UNDERSTANDING OF PARTIES:

- 3.1. Nothing in this MoU shall grant to either Party the right to bind the other Party, without the prior written consist of the other Party.
- 3.2. The Parties understand and acknowledge that this MoU/ will provide the foundation for more comprehensive and definitive agreements.
- 3.3. The provisions of this MoU reflect the current intentions of UOU and IITR. However, specific terms and conditions with respect to each and every particular project to be undertaken under this MoU are to be outlined in future definitive agreements between the Parties.

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3.4. Each Party represents that with respect to the matters which are subject to this MoU, it will not make or offer any payment or gift, either directly or through intermediaries, to or for the use of any public official where such payments, gifts, promise or advantage would amount to any illegality and /or corrupt practices under Law.

4. TERM OF MoU:

The MoU shall be effective from the date written herein above and shall remain effective for a period of five (5) years unless otherwise terminated at an earlier date. The MoU may be mutually renewed by both parties three months before its expiry.

5. INTELLECTUAL PROPERTY RIGHTS (IPR):

Rights regarding publications, patents, royalties, ownership of software/design/product developed, etc., under the scope of this MoU, shall be decided on a case-to-case basis as per IITR IPR Policy. Neither Party is authorised to use the name, trademark or logo of the other Party in any manner, including social media, without the written consent of the other Party.

6. BINDING TERMS:

6.1. It is clearly understood by both Parties that there will be no obligation or financial commitment whatsoever on the Parties under this MoU unless otherwise agreed.

6.2. For each one of the activities and/or actions identified by the Parties under this MoU, and/or when specific dues or financial commitments appear necessary to the Parties, the Parties may enter, directly or through the concerned affiliate, into a specific agreement defining in detail the respective obligations and commitments of each Party, and particular the program of work, and the financial conditions of its execution.

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7. NOTICES AND ADDRESSES:

The Parties' address will be as follows for this MOU's purposes. All correspondence and notices in relation to the present MOU sent to the Parties at the address mentioned below shall be deemed sufficient service of the notice on the Parties.

Uttarakhand Open University:

Name: Dr Khemraj Bhatt Designation: Registrar

Address: UOU Haldwani (Nainital) 263139, Uttarakhand

Email: registrar@uou.ac.in

IIT Roorkee:

Name: Prof. Vivek Kumar Malik

Designation: Dean, Sponsored Research & Industrial Consultancy, IIT Roorkee

Address: IIT Roorkee, Uttarakhand, India - 247667

Email: dsric@iitr.ac.in

8. TERMINATION AND WITHDRAWAL:

This MoU shall automatically terminate on the fifth anniversary of the signing date unless extended by mutual agreement of the Parties in writing or unless earlier terminated on the occurrence of any one of the following:

- i. Signing of Definitive Agreement.
- ii. Mutual written agreements by the Parties to terminate this MoU.
- iii. Termination of this MoU by any Party by serving ninety (90) days' prior written notice to the other Party.
- iv. Notwithstanding anything contained herein to the contrary. No Party shall be liable to pay any compensation for any loss, damages or claims to the other Party upon expiry or termination of this MoU in accordance with its terms, unless as stated otherwise under the MoU.



9. AMENDMENT:

This MoU may be amended upon the written mutual consent of both Parties, and such amendments shall not affect any specific agreement then in force.

10. FORCE MAJEURE:

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this MoU, the relative obligation of the Party affected by such Force Majeure shall, upon notification to the other Party, be suspended for the period during which such cause lasts.

The term "Force Majeure as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire, and Acts, Rules, and Regulations of the respective government of the two parties, namely UOU and IIT Roorkee, directly affecting the performance of the MoU.

11. CONFIDENTIALITY:

During the tenure of the MoU, information to be shared must be indicated as "confidential" or "non-confidential." Both parties will maintain strict confidentiality and prevent disclosure of all confidential information, except by mutual agreement

12. ARBITRATION:

Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such a resolution is not possible, then the resolved dispute will be referred jointly to the Director, IIT Roorkee, and the Vice Chancellor, UOU. The decision of the Director, IITR and Vice Chancellor, UOU, shall be binding on both Parties.





IN WITNESS WHEREOF, the Parties have executed this MoU as of the date set forth above.

For and on behalf of the Indian Institute of Technology Roorkee, Roorkee	For and on behalf of Uttarakhand Open University, Haldwani
Name: Prof. Vivek Kumar Maliach & Industrial Consultancy (SRIC) Witness: Witness: Name: Prof. Vivek Kumar Maliach & Industrial Consultancy (SRIC) Rookret St. 7 (INDIA Rookre	winame: Dr Kilenina Dilatt
Date: 26 11 2018	Date: 26/11/2005 Haldwar