Memorandum of Understanding

By and Between



Delhi Technological University (DTU) Bawana, Delhi, 110042

And



South Asian University (SAU) Maidan Garhi, New Delhi, 110068

Memorandum of Understanding (MOU) between South Asian University And Delhi Technological University

South Asian University with its headquarters in New Delhi, India (hereinafter referred to as 'SAU' which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the First Part) and Delhi Technological University (DTU), formerly known as Delhi College of Engineering (DCE), located in New Delhi, (hereinafter referred to as the "DTU" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the Second Part) hereby agree to the following:

Article 1 Objectives

The MOU, while seeking to facilitate the broad academic objectives of each institution and to promote better understanding between its academic community, shall strive towards the following among others:

- a. enhancing learning in the South Asian Community that promotes an understanding of each other's perspectives and strengthen regional consciousness;
- b. providing liberal and humane education to the brightest and the most dedicated students of South Asia so that a new class of quality leadership is nurtured; and
- c. enhancing capacity building of the South Asian nations in science, technology and other areas of higher learning vital for improving their quality of life
- d. contributing to increase of knowledge about the rich cultural heritage of the region while respecting diversity through research and promotion works of literature, folklore, performing arts, fine arts, diminishing arts, the classical literatures and arts as also of traditional knowledge systems and the dissemination of the same.

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Article 2 Areas of Cooperation

- a. Both sides will, in order to achieve objectives, set out in Article 1, jointly develop collaborations/work plans that describe more specifically the activities to be carried out from time to time.
- b. Both sides will, while developing collaborations/work plans take into account, their mutual areas of interest, felt need for the available expertise and facilities, availability of funds and feasibility for sustained implementation.
- c. The envisaged areas of cooperation and collaboration may be as follows:
 - i. Exchange of faculty members;
 - ii. Exchange of students, scholars, teachers and experts;
 - iii. Joint research programmes and publications;
 - iv. Mutual sponsoring and participation in academic seminars and meetings;
 - v. Organization of joint conferences, exhibitions and seminars;
 - vi. Exchange of academic publications, materials and information;
 - vii. Special short-term academic programmes;
 - viii. Exchange of administrative personnel;
 - ix. Joint cultural programmes.
 - x. Joint teaching;
 - xi. Joint conferences/seminars/workshops;
 - xii. Summer and winter schools;
 - xiii. Examine the possibility of mutual recognition of educational qualifications;
 - xiv. Any other activity as agreed by both parties;

Article 3 Implementation

- a. The terms of the specific research collaboration/programmes or work plans and its funding mechanisms under this MOU shall be mutually discussed and agreed upon in writing by both sides prior to its initiation.
- b. Each side shall designate a Coordinator/Liaison Officer to develop and coordinate specific activities or programmes.

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Article 4 Funding and Finance

- a. Both sides shall decide their funding mechanism through mutual consultations and discussions.
- b. Both sides shall endeavor to, jointly or independently, explore funding from third parties through Governmental or non-Governmental funding agencies.
- C. As a general rule and unless otherwise agreed, normally the home University/Institution will have the responsibility of meeting the travel and other incidental expenses and host University/Institution will have the responsibility of local hospitality in terms of accommodation, boarding to facilitate the academic (faculty, students and staff) exchange.

Article 5 Academic Exchange Requirements

In case of academic exchange programmes, specifically with regard to student exchanges, host university/institution will have the right to accept or reject the nomination based upon its admission policy and also based upon the suitability of the academic qualifications of the student to the nominated programme of study.

Article 6 Intellectual Property Rights

- a. Unless otherwise agreed specifically in writing, all rights, title and interests in any studies, reports, data sets, research and other materials conducted on a joint/collaborative basis based on the present MOU shall belong to both sides.
- b. Publications and research outcomes jointly produced by both sides shall be disseminated, or published upon mutual agreement. Prior to publication or dissemination of the joint/collaborative research outputs both sides shall decide upon obtaining appropriate intellectual property rights after mutual consultation and after recognizing the rights of collaborating institutions and donors, as the case may be.

c. The provision of this agreement shall survive the termination of this MOU.

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Article 7 Institutional Autonomy

Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other, in carrying out the MOU, unless otherwise mutually agreed to.

Article 8 Privileges and Immunities

Nothing relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the South Asian University.

Article 9 Use of Name and Emblem

Neither side shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and /or affiliates, or an abbreviation thereof, without the express prior written approval of the other party in each case. In no event will authorization to use the South Asian University name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by SAU of Partner programmes, activities, services, etc.

Both Parties agree to acknowledge and credit each other in all publications, presentations, promotional materials, and events related to this collaboration, with prior written consent required for the use of names, logos, or trademarks. All branding shall comply with the respective Party's guidelines, ensure fair visibility for both Parties in joint activities, and any public announcements or press releases shall be mutually approved.

Nothing in this MOU grants to partner the right to create a hyperlink to the SAU and/or SAARC website. Such link may be created only with SAU's written authorization.

Article 10 Amendments and Interpretation

a. The MOU may be amended by both sides by mutual consent through exchange of written communications/letters by designated competent authorities as per their rules and regulations

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- b. Any amendment effected through above procedure shall form an integral part of
- c. Any additional project, venture etc. shall discussed and decided through separate written MoU signed by both the parties which shall be in compliance and supplementary to the present MoU.

d. Any difference in interpreting or working of the MOU shall be resolved through mutual consultations

Article 11 Dispute Resolution & Indemnification

- A. Any dispute arising out of or in connection with this MoU, including any question regarding its existence, validity or termination, shall be resolved mutual by negotiation without any interference of any third party and in the event same is not settled mutually then the matter can be resolved by the courts of applicable jurisdiction in New Delhi, India.
- B. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its officers, employees, and agents ("Indemnified Party") against any claims, liabilities, losses, or expenses (including reasonable legal fees) arising from the Indemnifying Party's gross negligence, willful misconduct, breach of this MoU, or infringement of third-party intellectual property rights. The Indemnified Party shall promptly notify the Indemnifying Party of any claim, provide reasonable assistance at the Indemnifying Party's expense, and allow the Indemnifying Party to control the defense and settlement, provided no settlement imposes obligations on the Indemnified Party without prior written consent.

Article 12 **Final Clauses**

a. The MOU shall come into effect from the date of signature by the competent designated authorities of the respective institutions/universities.

b. The MOU shall remain in force for a period of three years from the date of its

signature.

c. The MOU would be deemed automatically extended for a further period of three years unless either side decides to rescind it by six-month advance written notice before its expiration

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In witness thereof the authorized representatives whose names are shown below have signed this MOU in two originals copies in English on behalf of their respective institutions/universities at the place and on date mentioned below.

President Pegy Juan SAU, New Delhi, India

Dated:....Dr

Dr. Ravindra Kumar Soni Registrar South Asian University New Delhi-110068

Witnesses:

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Dr Reshne Rostogi

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Vice Chancellor or Authorized
Representative, DTU, Delhi,
India
Dated:.....

Registrar
Delhi Technological University
(Formerly Delhi College of Engineering)
Shahbad Daulatpur, Bawana Road,
Delhi-110042

Witnesses:

1. Pool. Rawl Katary Azztulz

3. Prof Auil Sun Pourly Sul 22/04/25

4. Dr. Viron der Kag 8 22/4/21

Modal Contact Person:
Prof Rahul Katary J