



# TECHKRITI'23

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on 22th October,2022

*Between*

UIET CSJM University, Kanpur (represented by Navneet Kumar, Festival Coordinator, Techmart 22)

*And*

Techkriti, IIT Kanpur (Represented by Festival Coordinator, Techkriti'23 for partnership in Techkriti'23 – THE ANNUAL TECHNICAL AND ENTREPRENEURIAL FESTIVAL OF IIT KANPUR)

Whereas, the Techkriti of the Indian Institute of Technology Kanpur (hereafter referred to as Team Techkriti'23) would be organizing Techkriti'23, its annual Technical and Entrepreneurial festival from 23<sup>rd</sup> – 26<sup>th</sup> March 2023. Techkriti'23, Indian Institute of Technology (hereafter referred to as Techkriti'23 and whereas, UIET CSJM University, Kanpur (hereby referred to as the zonal partner) has agreed to associate with Techkriti'23 on the terms and conditions mentioned herein below with objectives of the MoU as mentioned below.

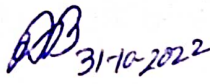
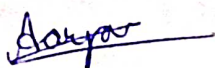

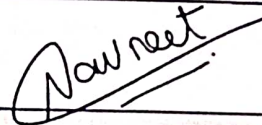
### Objectives of the MoU

- To promote interaction between Techkriti'23 and UIET CSJM University, Kanpur in mutually beneficial areas.
- To hereafter provide a formal basis for interaction between Techkriti'23 and UIET CSJM University, Kanpur.
- This MoU supersedes all prior understandings, if any, between the parties concerning the subject hereof.

### Scope of Memorandum of Understanding (hereafter referred to as MoU) shall as follows:

- a) The scope of MoU would be limited to the technical festival of Techkriti'23 only.
- b) That the deliverables from the side of Techkriti'23 would be as are provided in Section-A.
- c) That the deliverables from the UIET CSJM University, Kanpur would be as are provided in Section-B

In witness whereof, the undersigned being duly authorized by the respective organizations, have signed this memorandum of understanding.

			
Witness (Chairperson, FAC) Prof. Amitabha Bandyopadhyay	Aarjav Jain Festival Coordinator Techkriti'23, IIT Kanpur	Witness (Director, UIET, CSJM University) Dr. Brishti Mitra	On behalf of Zonal Partner Navneet Kumar



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## Terms and Conditions of the MoU


*These points from (a) to (j) determine the Terms and Conditions for the agreement signed as Memorandum of Understanding (MoU) between both the mentioned parties*

- a) That this MoU would remain valid till 26<sup>th</sup> March 2023.
- b) That team Techkriti'23 and the zonal partner both shall be bound to ensure their respective deliverables as detailed in section A and section B of this MoU.
- c) In case UIET CSJM University, Kanpur isn't able to complete its deliverables due to any fault incurred by the company itself, it is liable to complete their promises mentioned in section B in this MoU to Techkriti'23
- d) That all complaints and disputes regarding branding or other issues relating to association between the zonal partner and Techkriti 2023 would be first considered by the committee consisting of the Festival Chairman, Festival Coordinator(s) and Head(s) of Event. It is imperative that none from the zonal partner's side would directly contact the Associate Dean of Students' Affairs, instead, the zonal partner is to contact the above-mentioned committee only.
- e) That deletion of any existing deliverable(s) or addition of any new deliverable(s) shall be done with mutual consent under signatures of both the parties.
- f) That once the MoU is signed and the zonal partner has made its payments to Team Techkriti 2023 towards the zonal partnership, the MoU can only be terminated as per conditions mentioned in point i)  
Termination.

### g) Confidentiality:

- 1) It is relevant to explain that the information of the program as identified by the Team Techkriti'23 for the purpose shall not contravene the provisions of this clause.
- 2) Confidential Information includes all communication of information/ ideas disclosed/derived in documentary or tangible form between the Parties, including oral, written and machine-readable form. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made. The party disclosing the Confidential Information shall be referred to as the Disclosing Party. The Party receiving the Confidential Information shall be referred to as the Receiving Party.
- 3) Confidential Information includes the information:
  - a) Disclosed by or on behalf of the Disclosing party to the Receiving party,

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- b) Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or, otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c) The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
- d) The Receiving Party will use the confidential information only for the purpose.
- e) The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of the Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f) This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
  - i. was known to Receiving Party prior to disclosure by Disclosing Party;
  - ii. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality;
  - iii. is or becomes generally known or publicly available other than by unauthorized disclosure;
  - iv. is independently developed by Receiving Party;
  - v. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party;
  - vi. is required by law.
- g) The confidential information shall remain the sole property of the disclosing party.
- h) The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.



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## h) Dispute settlement:

1. In case, there is a dispute relating to any aspect of cooperation, or any disagreement arising out of the application, interpretation or implementation of this MoU, both the parties shall endeavour to exercise best efforts to negotiate their differences in a spirit of independence, mutual respect, and shared responsibility.
2. Any disputes, whatsoever, shall, if not settled mutually, be referred to a sole arbitrator appointed mutually by the parties, failing which the parties may nominate one arbitrator each who shall appoint an umpire in this regard. The decision of the umpire shall be acceptable to both the parties.

## i) Termination:

This MoU may be terminated by either party by serving 30 days advance notice to the other Party, however the obligations and commitments created during the existence of this MoU shall not be affected due to such termination.

### 1) Force Majeure:

Neither Party shall be liable for any failure or delay on its part in performing its obligations under this MoU if such failure or delay is due to Force Majeure conditions (such as riots, lockouts, floods, war, government regulations including pandemic or forced lockdown, Act of God etc.) in whole or in part makes it impossible for the other party to perform its obligations under this MoU.

## j) Jurisdiction:

All disputes shall be subject to the jurisdiction of courts situated at Kanpur Nagar district only.

In witness whereof, the undersigned being duly authorized by the respective organizations, have signed this memorandum of understanding.

Witness (Chairperson, FAC) Prof. Amitabha Bandyopadhyay	Aarjav Jain Festival Coordinator Techkriti'23, IIT Kanpur	Witness (Director, UIET, CSJM University) Dr. Brishti Mitra	On behalf of Zonal Partner Navneet Kumar



# TECHKRITI'23

## SECTION - A

The deliverables from the side of Techkriti'23:

- UIET CSJM University, Kanpur name and logo will be present on the zonal posters and certificates to the participants in their respective regions
- UIET CSJM University, Kanpur name and logo will be present on Techkriti's website section for zonal
- Techkriti will conduct workshops on topics 'Robotics' and 'Data Analytics' on dates 4th and 5th November 2022
- Ambassadors from different colleges will be working for Technocruise in association with your college and will handle the publicity of the event and thus your college
- Workshop fees will be paid
- UIET CSJM University, Kanpur name and logo will be publicized through all the Techkriti social media platform
- UIET CSJM University, Kanpur coordinators/campus ambassadors will receive certificates of appreciation from Techkriti

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## SECTION – B

The deliverables from the side of UIET CSJM University, Kanpur:

- UIET CSJM University, Kanpur must provide at 1 seminar hall with the capacity of around 200 people with board, white screen, sound system, internet and projector for two days to conduct the workshop.
- UIET CSJM University, Kanpur must provide free accommodation for the organizing team of around 4 people.
- UIET CSJM University, Kanpur must provide permission for entry to students of other colleges for attending the workshops.
- UIET CSJM University, Kanpur is aware that Techkriti'23 is collecting participation fees from all the people attending the workshop.

In witness whereof, the undersigned being duly authorized by the respective organizations, have signed this memorandum of understanding.

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Witness (Chairperson, FAC) Prof. Amitabha Bandyopadhyay	Aarjav Jain Festival Coordinator Techkriti'23, IIT Kanpur	Witness (Director, UIET, CSJM University) Dr. Brishti Mitra	On behalf of Zonal Partner Navneet Kumar