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## **GENERAL AGREEMENT FOR COLLABORATION**

By and Between

**Delhi Technological University, New Delhi**

**And**

**The XYZ Organisation**

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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**Agreement**”) is the Agreement is being made at \_\_\_\_\_, on this \_\_\_\_ Day of \_\_\_\_\_ 2025 (“**Execution Date**”), setting out terms of collaboration for research work/capacity building/product development/training/innovation management, by and between:

**Delhi Technological University (DTU)**, an educational organization formed under Delhi Act 6 of 2009, the Government of National Capital Territory of Delhi having its principal place of office at Shahbad-Daulatpur, Main Bawana Road, Delhi – 110042, India (“**Delhi Technological University**”) (**HERE-IN AFTER REFERRED AS THE FIRST PARTY**)

AND

\_\_\_\_\_, XYZ (Organisation name), having its principal place of business at \_\_\_\_\_(Address)\_\_\_\_\_ (“**XYZ**”). (**HERE-IN AFTER REFERRED AS THE SECOND PARTY**)

Both First Party and Second Party will jointly be known as the Parties from here-in;

**WHEREAS, Delhi Technological University**, that is the First Party, is an esteemed organization dedicated to be a world class University through education, innovation, and research for the service of humanity.

**AND WHEREAS, the Organisation** specializes in [Brief Description of Business Activities], Second Party, is committed to fostering innovation and development in the technology sector;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: DEFINITIONS**

The following terms as used in this Agreement, will have the meanings as stated here-in below at any and every place hereinafter mentioned in the Agreement:

- 1.1 “**MoU**” shall mean this present Memorandum of Understanding executed between the parties i.e. DTU and Organization with mutual consent and understanding.
- 1.2 “**Research Materials**” means materials (consumables and non-consumables) used for Research/Product development for said MoU.
- 1.3 “**Research Program**” refers to any specific research-related project or program as agreed by both Parties under a separate document with scope and requirements executed by both Parties under a separate statement of work (“**SOW**”) governed by this Agreement.
- 1.4 “**Confidential Information**” means the Research Material or related information supplied by either party to the other party or any Evaluation Feedback. “**Confidential Information**” whether in written, verbal, graphic, or electronic form, including without limitation Discloser’s non-public written information, in any form, and all copies, summaries, and extracts, which is identified in writing as confidential at the time of disclosure, and any information disclosed in a non-tangible form that is identified as confidential at the time of disclosure and summarized in a writing labelled as “**confidential**” delivered to Recipient within 15 days after disclosure or can otherwise be reasonably be inferred as confidential. The party disclosing Confidential Information is referred to as “**Discloser**” and the party receiving Confidential Information is referred to as “**Recipient**.”

- 1.5 **“Intellectual Property Rights”** means any and all right, title, and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.
- 1.6 **“Deliverable”** is any output including any deliverable, result identified as such in a Research Program.
- 1.7 Any other definition specific to the requirement of Collaboration will be covered in this section of the MoU.

## **ARTICLE 2: PURPOSE**

- 2.1 The purpose of this MoU is to establish a collaborative relationship between the University and the Organisation to facilitate research, innovation, development, capacity building, training in technology, management, and any other related fields mutually agreed upon. This collaboration will engage faculty members, students, lab staff, Organisation employee and laboratory facilities of the University, providing industrial projects product development, research, internships, and job opportunities for the University students.

## **ARTICLE 3: SCOPE OF COLLABORATION**

The present memorandum and collaboration may include:

- 3.1 Joint research and development projects;
- 3.2 Educational programs, training, workshops, and seminars;
- 3.3 Exchange of expertise and resources;
- 3.4 Access to research facilities and equipment.

## **ARTICLE 4: RESPONSIBILITIES**

### **4.1 FIRST PARTY i.e. Delhi Technological University (DTU):**

- 4.1.1 Provide access to laboratory facilities and equipment required for joint projects.
- 4.1.2 Facilitate the selection process of students for internships.
- 4.1.3 Engages faculty members in each collaborative project as an expert and coordinator.
- 4.1.4 Support students with necessary academic and professional guidance.
- 4.1.5 Implement curriculum updates to meet industry and societal needs.
- 4.1.6 Provide operational costs such as lab space, electricity, water, gas etc.
- 4.1.7 Authorize a regular faculty member to work as a Coordinator/Principal Investigator (PI) to execute the operation of the MoU.

### **4.2 SECOND PARTY i.e. The Organization:**

- 4.2.1 Offer internship opportunities and projects to the students.
- 4.2.2 Provide mentorship and supervision to the students.
- 4.2.3 Share knowledge and expertise with the University's faculty and students.
- 4.2.4 Contribute to the maintenance and upgrade of the University's laboratory facilities as required.
- 4.2.5 Contribute resources (Consumable and Non consumables) for joint projects.
- 4.2.6 Stipend/Remuneration to the students, faculty members and laboratory staff and other charges as agreed as per project to project basis.

## **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS**

- 5.1 During the course of the present agreement, any intellectual property created by a Party (collectively, “Background IP”) will be owned jointly by both parties.

5.2 If the Parties mutually agree to pursue a joint development, or collaboration then the Parties will enter into a separate Joint Development Agreement setting out the terms of the IP ownership and usage thereof.

5.3 Both the parties may not use the name, logo or trademarks of the other University/Institution and shall also not use the reference of employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of the other party.

#### **ARTICLE 6: PUBLICATION OF RESEARCH PAPERS**

6.1 Publications from the collaboration will undergo mutual review before submission and will acknowledge both parties' contributions.

#### **ARTICLE 7: COMMERCIALIZATION AND BUSINESS OUTCOMES**

7.1 Products or services developed from the collaboration are subject to separate commercialization agreements, including terms for development, marketing, and revenue sharing.

#### **ARTICLE 8: TENURE AND RENEWAL**

8.1 This Agreement shall come into force on the Commencement Date or any other day as agreed between the parties when it may be executed after that date, and continue for a period of \_\_\_\_ years provided that the agreement shall not be terminated in accordance with Article 11, or agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties.

8.2 The Agreement may be renewed after completion of its terms only after mutual agreement to do so in writing. During the course of renewal, the present agreement can be amended as per the compliance of Article 13 by the exchange of letters between both the parties. Such amendments, once approved by both the parties, will become part of this agreement.

8.3 Nothing contained herein is deemed to create any express or implied obligation on either party to renew or extend this Agreement or, if the Agreement is continued or renewed after the term hereof, to create any right to continue such relationship on the same terms and conditions contained herein.

#### **ARTICLE 9: CONFIDENTIALITY**

9.1 Both parties agree to maintain the confidentiality of proprietary and confidential information shared during the collaboration.

9.2 Specific terms of confidentiality will be outlined in separate agreements as required.

#### **ARTICLE 10: NON-BINDING AND NON FINANCIAL AGREEMENT**

10.1 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties except what has been mentioned in Article 4.

10.2 Nothing in this MoU does not create any legally binding obligations but is intended to outline the mutual understanding and intent of both parties.

10.3 There will be no payment (including compensation, damages, losses, costs, or expenses) of any kind or nature due to or made to the other party upon the expiration or termination of this Agreement.

10.4 Subject to the provisions of Article 14, neither party shall be liable to any other Party for any loss of profit, loss of, goodwill, or other economic loss (whether direct or indirect), or any other indirect, special, incidental or consequential losses or damage which arises out of or in connection with the present Memorandum.

10.5 This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree and shall not create any legal binding obligations upon either Party.

#### **ARTICLE 11: TERMINATION**

11.1 Parties may terminate this Agreement by providing 30 Days prior written notice without assigning any reason to each other.

11.2 Notwithstanding the foregoing, termination may take effect immediately on written notice if:

- a. the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach within 30 days; or
- b. any regulatory authority lawfully requires either or both parties to terminate this Agreement or not give effect to the whole or a material part of this Agreement or requires any or all of the parties to cease arrangements of this nature.

11.3 Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of either Party, which may have accrued up to termination.

11.4 If the termination as per the provisions of the present article has been given force, the parties must complete and fulfill any and every on-going commitments.

#### **ARTICLE 12: DISPUTES RESOLUTION, GOVERNING LAW AND JURISDICTION**

12.1 Any disputes arising under or in connection with this Agreement shall be resolved amicably by the Parties, without any third-party interference.

12.2 If the disputes arising under or in connection with this Agreement cannot be resolved amicably within 30 (thirty) days, then the dispute shall be referred to arbitration, which shall be conducted by sole arbitrator to be appointed mutually by the Parties in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. The language of the arbitral proceedings shall be in English and the seat and venue of the arbitration shall be at New Delhi.

12.3 The enforcement, validity, performance and dispute resolution of this Agreement shall be governed by and construed in accordance with the Laws of India and subject to Article 12.2 above, the courts at New Delhi shall have the jurisdiction over any matters and disputes related to this Agreement.

#### **ARTICLE 13: NOTICES & AMENDEMENT**

13.1 Unless provided otherwise in this Agreement, all declarations of the Parties under this Agreement that require receipt by the respective other Party ("Notices") shall be made

in writing (e-mail sufficient) and shall be addressed to the said Party and to be sent on the address mentioned herein above.

13.2 The Parties shall without undue delay give written Notice to the other Party of any changes in the addresses set forth herein above. In the absence of such communication, the addresses stated above shall remain in place

13.3 Any amendments or changes, if any, to be made, shall only be done so with giving prior notice to the other party at least 30 days prior and the other party shall give its acceptance in writing, for the change to take place. Any and every amendment or change to the present agreement shall be recorded in writing with mutual written consent.

#### **ARTICLE 14: INDEMNIFICATION**

14.1 Each Party (each an “Indemnifying Party”) shall be liable to and indemnify the other Party, against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- a. Any breach of this Agreement by Indemnifying Party and specifically due to breach of Confidentiality obligations; or
- b. Any negligent or wrongful act or omission of either Party, its employees, or agents in connection with the performance of its obligations under this Agreement.
- c. Any claim or action brought against the other Party by a third party due to the Indemnifying Party’s acts or omissions, including but not limited to breaches of confidentiality, negligence, or misconduct.

14.2 The Indemnifying Party’s obligations under this clause shall survive the termination or expiration of this Agreement and shall include all losses arising directly or indirectly.

By signing below, each party acknowledges that it has carefully read and fully understood this agreement, and each agrees to be bound by the terms of this agreement. This agreement will become effective on the Effective Date.

**For [Organisation Name]:**

[Signature]

[Printed Name, Title, Date]

**For Delhi Technological University:**

**Registrar**

[Printed Name, Title, Date]