

MEMORANDUM OF UNDERSTANDING

BETWEEN

National Institute of Technical Teachers Training & Research, Chandigarh
AND
Vembsys Technovation Pvt. Ltd., Gurugram, Haryana

This Memorandum of Understanding (MoU) is being signed on the.....th Day of^{April}.....of the year 2025 (effective date) between National Institute of Technical Teachers Training & Research, Chandigarh (hereinafter referred to as **NITTTR Chandigarh**) having its office at Sector 26, Chandigarh, 160019 which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PART.

AND

The **Vembsys Technovation Pvt. Ltd., Gurugram** (hereinafter referred to as **Vembsys Company**) having its registered office at Plot No. 67, Sector 5, IMT Manesar, Gurugram Haryana 122051, which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the SECOND PART.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

NITTTR, Chandigarh was established in the year 1967 by the Ministry of Education, Government of India with several objectives viz. training teachers of technical institutions through different types of courses, fostering and promoting research in improving classroom and laboratory instruction, preparing and supplying teaching aids and instructional materials, associating with other academic bodies of technical education to achieve quality improvement in academic programs, collaborating with institutions and organizations in India and abroad having similar objectives and functions, and interacting with industries in formulating training programs of mutual interest. In 2024, NITTTR Chandigarh was recognized as Deemed to be University under Distinct Category.

And whereas **Vembsys Company** is an organization having expertise in Research, Development & Consultancy with focus on automotive technologies such as Engine Modification, Alternative Energy System, Engine Management System (EMS), Embedded Systems (Hardware, Firmware and User Application tools), Emission Control System and After-Treatment Technologies etc. The company develops innovative technologies to drive the innovation further in the form of product and services while contributing towards Greener Environment and Sustainable Growth.

Both the Parties agree and undertake that specific projects under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said

projects; NITTTR Chandigarh and/or Vembsys Company shall consider the same as part of this MoU.

The two Parties will endeavor to cooperate as follows:

ARTICLE 1

AREAS OF COOPERATION

This MoU aims to build a relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by and between the Parties. Both parties recognize that there is a need to identify new areas of research.

The individual Roles and Responsibilities of each Party are mentioned in Article 2.

ARTICLE 2

SCOPE

- 2.1 NITTTR Chandigarh and Vembsys Company shall jointly work under the scope of this MoU. The scope, projects, roles and responsibility of the engagement shall be drawn up with mutual consent.
- 2.2 Both parties recognize the need for enhancing industry-institute interaction through product development, research & development, industry-based training of technical teachers and staff, training of industry personnel, industry adjunct faculty and allied activities for competing nationally/internationally in the current technological scenario. Therefore, the following joint activities and corresponding roles and responsibilities for the said purpose are outlined under this MoU.

2.2.1 Joint Activities

- a) Research & development in futuristic technologies, industrial consultancy, product development, software development, productivity improvement in the field of automotive engineering and allied areas.
- b) Master of Engineering (M.E.) / Master of Science (M.S.) by research having larger component of research and lesser component of theory as per prevalent guidelines/regulations of the relevant regulatory bodies.
- c) Certificate programs in emerging areas such as *ECU Calibration for IC Engines and EVs* and any other as per market requirement.
- d) Industry based training for technical teachers and staff at Vembsys Company facilities and NITTTR Chandigarh.
- e) Training for industry personnel at various managerial and technical levels at Vembsys Company facilities and NITTTR Chandigarh.



- f) Allocation of joint research projects to research scholars of Ph.D./M.E./M.Tech. programs depending upon the availability of research scholars, availability of faculty for supervising the Ph.D./M.E./M.Tech. work and Vembsys Company's research needs. A decision to this effect shall be made jointly by Vembsys Company and NITTTR Chandigarh prior to the beginning of each academic year.
- g) Publications based upon Ph.D./M.E./M.Tech. research work as per the requirements for the award of respective degree.

2.2.2 Responsibilities of NITTTR, Chandigarh

- a) Data collection and compilation.
- b) Analysis of the data using statistical / software tools.
- c) Experimentation / Modeling & Simulation for obtaining solution as per the research statement.
- d) Interpretation of results and recommendations.

2.2.3 Responsibilities of Vembsys Company

- a) Providing the necessary data / information to carry out the research work.
- b) Facilitation of experimentation / analysis by providing equipment/software which are not available readily in the institute. Any hardware & software which is proprietary of Vembsys Company may be provided as per the project requirement.
- c) Payment for any work done by the outside agency.
- d) Providing funds for consumables for experimentation.
- e) Providing stipend to project staff hired, if any, for working on a project.
- f) Designating technical personnel for frequent interactions with NITTTR Chandigarh.
- g) Development of prototype for implementation.

2.2.4 Joint responsibilities of Vembsys Company and NITTTR Chandigarh

- a) Defining of research statement on the basis of technical problem.
- b) Allocation of research supervisors from academia and industry.
- c) Exchange of faculty and technical personnel/staff for knowledge sharing and skill development.
- d) For any joint research projects undertaken, the data required for that research work/project will be shared. The outcome of the research project in the form of data, patents and research publications will have joint ownership.



- e) Non-disclosure of any confidential information without mutual written consent.

ARTICLE 3

WORKING ARRANGEMENT

- a) The Parties shall constitute a Joint Coordination Committee ("JCC") by taking members from both parties to facilitate cooperation, foster partnerships and review progress.
- b) The Head of each party shall nominate the respective Coordinator. The members/representatives/participants and Coordinators may change from time to time as decided by competent authority of NITTTR Chandigarh and Vembsys Company.
- c) The JCC will be co-chaired by designated representatives of the Parties. The number of representatives from each party shall be between 2 to 3.
- d) The JCC will meet on a monthly basis as may be required and deemed fit, virtually or in person as the case may be.
- e) The parties agree to arrange regular meeting and communication with each other and with the other relevant stakeholder, to review and finalize the detailed plan for each stage of the programme.

ARTICLE 4

FINANCIAL ARRANGEMENT

- a) Vembsys Company shall provide scholarships/fellowships to the Ph.D. Research Scholars / M.E. Students, who are working on collaborative projects and not getting any scholarship from any other source, for the purpose of conducting research on their technical problems and preparing a thesis thereof. Such Ph.D./M.E./M.Tech. research scholar(s)/students will be paid a scholarship amount agreeable to both the parties. The duration of the fellowship/scholarship shall also be decided by both the parties. The scholarship shall be released by Vembsys Company to NITTTR Chandigarh, which shall in turn release the same to the research scholar(s).
- b) Ph.D./M.E./M.Tech. research scholars/students, who are getting scholarship from other sources, may be provided with a contingency grant by Vembsys Company as decided mutually by both the parties.
- c) During the period of on-site engagement, Vembsys Company will provide free boarding & lodging to Ph.D./M.E./M.Tech. research scholars/students and project staff.
- d) Vembsys Company agrees that the Research Scholar/students/project staff, though in receipt of the scholarship/grant from Vembsys Company, would be bound by the rules and regulations of the NITTTR Chandigarh Ph.D./M.E./M.Tech. programmes.

- e) NITTTR Chandigarh will provide free boarding/lodging/local-travel facility to Vembsys Company technical personnel involved in the collaborative projects as per NITTTR Chandigarh rules and regulations. NITTTR Chandigarh will not provide honorarium and outstation TA to any expert of Vembsys Company.

ARTICLE 5

REPRESENTATION AND WARRANTY

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

ARTICLE 6

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

IP rights may be decided on mutual consent as and when the case arises.

ARTICLE 7

CONFIDENTIALITY

Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU. However, in case of any such circumstances such as R.T.I. or any other legal requirement, each party may do so with intimation to other party.

ARTICLE 8

SUSPENSION

Each party 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 MoU. The suspension shall take effect immediately after written notification of one month that has been given to the other party by the competent authority.

ARTICLE 9

REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by the parties.

ARTICLE 10

SETTLEMENT OF DISPUTES

The obligations of Vembsys Company and NITTTR Chandigarh have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or tribunal.

ARTICLE 11

EFFECTIVE DATE, DURATION AND TERMINATION

- a) The MoU shall commence from the Effective Date i.e. the date on which it is signed and shall continue for a period of three (03) years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the term on yearly basis on such terms as mutually agreed upon.
- b) Notwithstanding Article 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least thirty (30) days in advance of such termination subject to settling of any dues/overdue.
- c) Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon to by the Parties on or before the date of the termination of this MoU.

ARTICLE 12

INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

ARTICLE 13

FORCE MAJEURE

- a) Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that the performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.
- b) The affected party to be able to avail of this clause will be obliged to inform the other party of:
 - i) The occurrence of any such event of force majeure; and


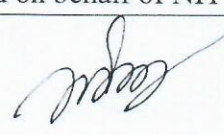
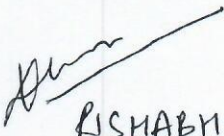
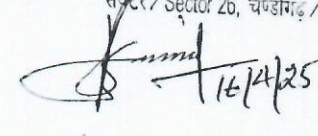
- ii) Resume its responsibilities on the cessation of such force majeure event.

ARTICLE 14

MISCELLANEOUS

- a) Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.
- b) If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the parties to this MoU shall consult with each other for each instance and resolve such doubts in good faith.

IN WITNESS WHEREOF the parties hereto have signed and executed this Memorandum of Understanding in presence of each other and in presence of attesting witnesses.

For and on behalf of Vembsys Company	For and on behalf of NITTTR Chandigarh
 D. S. KHATRI (Name to be Mentioned)	 निदेशक / Director राष्ट्रीय तत्व नीति शिक्षक प्रशिक्षण एवं अनुसंधान संस्थान (Name to be Mentioned) National Institute of Technical Teachers Training & Research सेक्टर / Sector 26, चण्डीगढ़ / Chandigarh
 RISHABH KHATRI Witness:	 (Dr. S. S. BANWAT) Witness