AISSMS
INSTITUTE OF INFORMATION TECHNOLOGY
(IOIT)
ADDING VALUE TO ENGINEERING
An Autonomous Institute Affiliated to Savitribai Phule Pune University
Approved by AICTE, New Delhi and Recognised by Govt. of Maharashtra
Accredited by NAAC with "A+" Grade | NBA - 5 UG Programmes

NTU
ĐẠI HỌC NHA TRANG
1959

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

ALL INDIA SHRI SHIVAJI MEMORIAL SOCIETY'S INSTITUTE OF INFORMATION TECHNOLOGY, PUNE, INDIA

&

NHA TRANG UNIVERSITY, NHA TRANG, VIETNAM

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 30th day of – January **–** Two Thousand Twenty Six **(30/01/2026)**,

BETWEEN

All India Shri Shivaji Memorial Society's Institute of Information Technology (AISSMS's IOIT) Near RTO, Pune 411001, the First Party represented herein by its Head, **Name of Principal/Director/Competent Authority** (hereinafter referred as **'First Party'**, the Institution/University which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Nha Trang University, 02 Nguyen Dinh Chieu, Bac Nha Trang ward, Khanh Hoa, Viet Nam, the Second Party, and represented herein by its Head, **Dr. Quach Hoai Nam**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

 (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

 WHEREAS:

A)   First Party is a Higher Educational Institution/University named:

 All India Shri Shivaji Memorial Society's Institute of Information Technology (AISSMS's IOIT)

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Academics (Curricular, Co-Curricular and Extra- Curricular), Accreditation, and Research and Development (R&D)

D) Both Parties, being legal entities in themselves, desire to sign this MOU to advance their mutual interest.

E) **Nha Trang University**, the Second Party is engaged in Skill Development, Education and R&D in the fields of *– Fisheries and Life Sciences, Engineering and Technology, Economics and Business, Social Sciences and Humanities, Tourism, Information Technology*

F) **Nha Trang University**, the Second Party is promoted by the Rector - **Dr. Quach Hoai Nam, and located at 02 Nguyen Dinh Chieu, Bac Nha Trang ward, Khanh Hoa province, Viet Nam**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the institute/university and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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1.2   First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the institute/university, the Second Party.

1.3   The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

2.1   The budding graduates from the institution/university could play a key role in technological up-gradation, innovation and competitiveness. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2   **Curriculum Design:** First Party has/Both Parties have been granted autonomy by UGC and started implementation of curriculum designed as per NEP 2020 from the year 2022-23. The principal and faculty members can share their expertise and guidance on curriculum design and implementation as per NEP 2020.

2.3   **Student and teacher exchange:** Both Parties can offer student and teacher

exchange programs in the areas of Academics (Curricular, Co-Curricular and Extra- Curricular), Research and Accreditation, that will not only benefit our students and teachers but also strengthen the ties between our institution/university. As a part of the exchange program, both parties can make the free of cost arrangements for lodging and boarding of 10 students and 2 teachers.

G) **Internships/training of Students and teachers:** First Party has/Both Parties have centers of excellence/industry sponsored/supported laboratories with state-of-the-art facilities in all the departments and can offer training programs for students and teachers. First Party has centers of excellence/industry sponsored/supported laboratories in the field of Distributed Control System, flow control, Computerized Numerical Control machines, Vector Network Analyzer, High voltage, power quality, artificial intelligence, machine learning and consultancy in area of power quality. Second Party has centers of excellence/industry sponsored/supported laboratories in the field of - Fisheries and Life Sciences, Engineering and Technology, Economics and Business, Social Sciences and Humanities, Tourism, Information Technology

2.4 **Research and Development:** Both Parties have agreed to carry out joint research activities in the Common fields.

2.5 **Skill Development Programs:** Both the Parties can offer training to the students of each other on the emerging technologies to bridge the skill gap and make them industry ready.

2.6 **Expert Lectures:** Both the Parties to extend the necessary support to deliver expert lectures to the students of each other on the technology trends and in house requirements.

2.7   **Faculty Development Programs:** Both the Parties can extend the necessary support to train the faculties of each other for imparting knowledge in the fields of academics/research/accreditation.

2.8   Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the activities/programs on the terms specified herein.

2.9   There is no financial commitment on the part of the **AISSMS IOIT**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1   Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

4.1   This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Nha Trang University**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Nha Trang University**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2   Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their

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obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **the First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

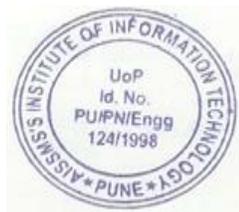First Party   Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Name of City.**

AGREED:

For **AISSMS's IOIT**   For **Nha Trang University**

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Authorized Signatory   Dr. Quach Hoai Nam

All India Shri Shivaji Memorial Society's Institute/University of Information Technology (AISSMS IOIT)	Nha Trang University
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