

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**State Council of Educational Research & Training  
(SCERT), New Delhi 110024**

&

**Indian Institute of Technology (IIT) Mandi**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
AND RELATED SERVICES**

  
(Dr. Nahar Singh)  
Joint Director,  
SCERT, New Delhi-110024



## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 10<sup>th</sup> Day of February, Two Thousand and Twenty-Three (10/02/2023), by and between

**State Council of Educational Research and Training, Varun Marg, Defence Colony, New Delhi - 110024, The First Party** represented herein by its **Joint Director, SCERT New Delhi** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns) on behalf of SCERT, New Delhi

**AND**

**Indian Institute of Technology Mandi, Himachal Pradesh 175075**, **The Second Party** and represented herein by its **Director, IIT Mandi** (hereinafter referred to as "**Second Party**", organization 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**') as

### **WHEREAS:**

- A) 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- C) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

  
(Dr. Mahesh Singh)  
Joint Director,  
SCERT, New Delhi-110024




**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE**  
**PARTIES**

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent entities, 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.


5.2 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 Himachal Pradesh.

**Agreed:**

For: **SCERT, New Delhi**

  
Authorized Signatory (Dr. Nahar Singh)  
**Dr. Nahar Singh** Joint Director,  
Joint Director SCERT, New Delhi-110024


**Witness 1:**

  
Preeti  
Asst. Professor &  
Nodal Officer  
Exposure Visits  
SCERT, Delhi

For: **IIT Mandi**

  
Director  
**IIT Mandi (H.P.)**  
Pin - 175075  
Authorized Signatory  
**Prof. Laxmidhar Behera**  
Director

**Witness 1:**

  
Dr. Tushar Jain  
Head, CCE  
IIT Mandi