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KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY LKO

Description of Document

Article 5 Agreement or Memorandum of an agreement

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Second Party

BUNDELKHAND UNIVERSITY JHANSI

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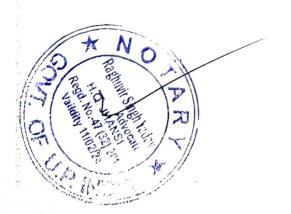
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MEMORANDUM OF UNDERSTANDING

Between Khwaja Moinuddin Chishti Language University, Lucknow And Bundelkhand University, Jhansi

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and
Bundelkhand University, Jhansi(hereafter referred to as BU) herewith sign a memorandum of
understanding onwhich reads as follows:

PREAMBLE:

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and Bundelkhand University, Jhansi is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules and national policies as may be applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

ARTICLE 1: INTRODUCTION OF PARTICIPANTS

Khwaja Moinuddin Chishti Language University, Lucknow

WHEREAS **KMCLU** is a State University established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). The University aims to achieve excellence in language, research and innovation that supports the students in becoming productive, responsible, ethical, creative and compassionate members of the society.

Bundelkhand University, Jhansi

WHEREAS BU is a State University that came into existence on August 26, 1975, vide Government of Uttar Pracesh No. 10/15-60/74 under the provision of the U.P. Universities Act. However, though belonging to the younger generation of the Indian Universities, the Bundelkhand University has fast transformed into a University of excellence offering opportunities to the aspiring youths to pursue higher education.

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ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote national and global academic cooperation in the following areas:
 - a. Institutional exchanges between faculty and staff from each partner institution.
 - b. Support undergraduate/ postgraduate and Research Scholars of partner institutions as Co -Guides.
 - c. Exchange of information pertaining to developments in teaching, student development and research.
 - d. Mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks).
 - e. Jointly start and run teaching programs in emerging areas and organize, conduct seminars/workshops/training courses, value added courses in the areas of common interest.
 - Promote and support student and faculty exchange programs.
 - g. To provide infrastructure, academic and technical support, subject to availability.
 - h. Organizing training programs and faculty development programs for teachers. Need based training programs for faculty members may be designed, organized and conducted by both Parties.
 - i. Creation and promotion of joint credit and non credit based MOOC programs.
 - j. Submit collaborative research projects for funding to national and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions
 - k. Consultancy projects may be undertaken by both parties to support specific areas of functioning. These projects will be guided by consultancy policy of the concerned University.
 - 1. Co-operation in any other areas or specific areas will be implemented upon mutual agreement and will be outlined in separate agreement and cooperation and addendum to this memorandum upon its signature by the authorised representative as agreed to by the Parties

from time to time.

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ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.
- 3.3 If any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU

- 4.1 This Memorandum of Understanding shall become effective from the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 4.2 The MoU will be valid for a period of five years from the date of signature.
- 4.3 This MoU may be extended with the written consent of both parties.

ARTICLE 5: IPR

- 5.1 Both Parties undertake that they shall not infringe upon any copyright or in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present MoUfrom the respective Party. Each Party is the sole owner of such intellectual property.
- 5.2 Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MoUis intended to, or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.
- 5.3 In case research is carried out solely and separately by a party or the research results are obtained through the sole and separate effort of a party, the party concerned alone will apply for grant of International Interna
- 5.4 In case of research results obtained through joint activities, the grant of intellectual property by both the parties jointly and once granted these rights will jointly be wanted by the parties on mutually agreed terms and conditions.

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- 5.5 In case of research results obtained through joint activities under this MoU, both parties will apply as co applicants for the protection of IPR subject to exclusive rights of both the parties to commercialise the technology jointly on mutually acceptable terms and conditions.
- 5.6 Any expenditure towards filing, maintaining and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case to case basis in mutual consultation between both the Parties under a separate agreement.

ARTICLE 6: PUBLICATIONS

Faculty and scholars of both the Institutions may work jointly on publications. The Royalty / Intellectual Property Rights, if any, will be shared jointly on mutually agreed terms between the institutions.

ARTICLE 7: TECHNOLOGY/RIGHTS TRANSFER

Any transfer of technology or rights between both institutions will be done on mutually agreed terms and through a separate MoU if so required.

ARTICLE 8: CONFIDENTIALITY

During the tenure of the MoU and afterwards, unless both parties permit the disclosure, both Parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of projects covered under this MoU.

ARTICLE 10: AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made unless otherwise agreed to.

ARTICLE 11: FORCE MAJEURE

Both the parties shall have no liability in respect of any delay in carrying of the activities or failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

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Each party agrees to indemnify each other for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses incurred due to negligence.

ARTICLE 13: DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement between the parties for any matter relating to this memorandum, Registrar KMCLU and Registrar Bundelkhand University, Jhansiwill jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. In case of any dispute which cannot be settled by mutual discussion an arbitrator may be appointed by each party.

ARTICLE 14: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Sixty (60) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 15: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr. Tanu Dang, Assistant Professor, Deptt. Of Mass Communication and Journalism and at BU the coordinator will be Dr. Kaushal Tripathi, Assistant Professor, BMICJ. Coordinators shall notify their counterparts in case a new person is named to their position.

ARTICLE 16: SIGNATORIES

For and on behalf of KMCL University

For and on behalf of BU, Jhansi

Signature and Stamp

REGISTRAR

KHWAJA MOINUDDIN CHISHTI

LANGUAGE UNIVERSITY,

SHRI AJAY KRISHAN YADA UCKNOW

Registrar, KMLCU, Lucknow

Registrar, BU, Jhansi

Witnesses:

Sertified that the foregoing statement (Dr. Kadsmal Tripa Thi) by Shri/Smil. Sum to whom the content of the August A