



MEMORANDUM OF UNDERSTANDING (MoU)



MEMORANDUM OF UNDERSTANDING

Between

**KHWAJAMOINUDDINCHISHTI LANGUAGE
UNIVERSITY, LUCKNOW**

AND

**DR. A.P.J. ABDUL KALAM TECHNICAL
UNIVERSITY (AKTU), LUCKNOW**

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MEMORANDUM OF UNDERSTANDING (MoU)

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Between

Khwaja Moinuddin Chishti Language University, Lucknow

And

Dr. A.P.J. Abdul Kalam Technical University (AKTU), Lucknow

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and Dr. A.P.J. Abdul Kalam Technical University (AKTU), Lucknow (hereafter referred to as AKTU) herewith sign a memorandum of understanding on 10.10.2022 which reads as follows:

PREAMBLE:

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and Dr. A.P.J. Abdul Kalam Technical University (AKTU), Lucknow 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. In 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 (KMCLU)

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.

Dr. A.P.J. Abdul Kalam Technical University, Lucknow (AKTU)

WHEREAS Dr. A.P.J. Abdul Kalam Technical University (AKTU) (formerly UPTU) was established by the Government of Uttar Pradesh, vide notification No. 1248 (2)/XVII-V-1-1(KA)-19-2000, Uttar Pradesh Adhiniyam Sankhya 23 of 2000. AKTU as one of the largest technical universities that envisions to facilitate and nurture the quality of technical education and research in its own premises as well as all affiliating institutions.



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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. Exchange of information pertaining to developments in teaching, technical education, student development and research.
- c. Designing and promotion of entrepreneurship education in the country and across the globe.
- 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.
- f. Promote and support student and faculty exchange programs.
- g. To provide infrastructure, academic and technical support, subject to availability.
- h. To provide access to specialised laboratories - Cyber Security, AI, Environment Sciences, 3 D Printing, Mechatronics, Google Code Lab, Robotics etc. to students of B.Tech and M.Tech.
- i. Organizing joint training programs and faculty development programs for teachers.
- j. Creation and promotion of joint credit and non credit based MOOC programs in engineering and technology.
- k. Submit collaborative research projects for funding to national and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions.
- l. 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.
- m. Co-operation in any other areas or specific areas and details will be implemented upon mutual agreement and will be outlined in separate agreement of 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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2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1.1 the Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights and "settlement of disputes".

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

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: Intellectual Property Rights (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 MoU from 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 MoU is 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 IPR and once granted the IPR will be solely owned by the concerned party.





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5.4 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly be owned by the parties on mutually agreed terms and conditions.

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, maintain 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 institutions 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 Parties through a separate agreement.

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 Universities 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.

 



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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.

ARTICLE 12: INDEMNIFICATION

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, ignorance or any cause beyond human control.

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 AKTU will 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 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 Prof. Sanjeev Km. Trivedi and at AKTU the coordinator will be Prof. Manish Gaur. Coordinators shall notify their counterparts in case a new person is named to their position.
1ET, Lucknow

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ARTICLE 16: AUTHORISED SIGNATORIES

For and on behalf of KMCL University

Dr. Bhavana Mishra
10/10/2022
Dr. Bhavana Mishra
Registrar (KMCL Language University)
Lucknow.
REGISTRAR
KHWAJA MOINUDDIN CHISTII
LANGUAGE UNIVERSITY,
LUCKNOW

Witnesses:

1. Dang
10/10/2022
(Dr. Tanu Dang)
2. Prof. S.K. Servedi
10/10/2022
(Prof. S.K. Servedi)

For and on behalf of AKTU

Sachin Kumar Singh
10/10/2022
Registrar (AKTU)
Sachin Kumar Singh
Registrar
Dr. A.P.J. Abdul Kalam
Technical University U.P.
Lucknow

Witnesses:

1. Dr. R.K. Singh
10.10.22
(Dr. R.K. Singh) Dy Registrar, AKTU
2. Ranjeet Singh
10/10/2022
(Ranjeet Singh)
Asst. Registrar