



MEMORANDUM OF UNDERSTANDING (MoU)



## MEMORANDUM OF UNDERSTANDING

*Between*

**KHWAJA MOINUDDIN CHISHTI  
LANGUAGEUNIVERSITY, LUCKNOW**

**AND**

**PRASHASNIK GURUKUL LLP, LUCKNOW**

*AGX*

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## MEMORANDUM OF UNDERSTANDING (MoU)

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Between Khwaja Moinuddin Chishti Language University, Lucknow

And

Prashasnik Gurukul LLP, Lucknow

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and Prashasnik Gurukul LLP, Lucknow ( hereafter referred to as PG) herewith sign a memorandum of understanding on which reads as follows:

#### PREAMBLE:

The Primary objective of this Memorandum of Understanding between **Khwaja Moinuddin Chishti Language University, Lucknow** and **Prashasnik Gurukul LLP, 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. It shall endeavour to strengthen, promote and develop academic and competitive examination based education and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

#### ARTICLE 1: INTRODUCTION OF PARTICIPANTS

##### **Khwaja Moinuddin Chisti 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, innovation and supports the students in becoming productive, responsible, ethical, creative and compassionate members of society.

##### **Prashasnik Gurukul LLP, Lucknow**

WHEREAS **PG** is an institute for Civil Services Examination that came in to exist on **06<sup>th</sup> February 2020** under the provision of **Limited Liability Act, 2008**. The institute aims to impart quality education, training to Civil Services Exam aspirants.



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### ARTICLE 2: AREAS OF COOPERATION

2.1 Both parties agree to encourage the following activities, in particular, to promote educational competitive examination based cooperation in the following areas:

- a. Exchange of information pertaining to developments in teaching, research.
- b. Mutually promote information and activities of the other Party student development and 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).
- c. Jointly start and run teaching programs for various competitive examinations and organize seminars/workshops/training courses, value added courses.
- d. To provide infrastructure, academic and technical support, subject to availability.
- e. Organizing training programs for teachers and students.
- f. 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.

### 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 (05) years from the date of signature.

4.3 This MoU may be extended with the written consent of both parties.



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### 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 MoU from the respective Party. Each Party is the sole owner of such intellectual property.

### 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.

### 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.

### 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 Director, Prashasnik Gurukul LLP, Lucknow 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





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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.


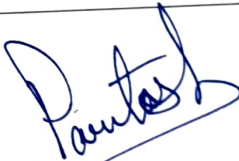
### ARTICLE 15: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be **Dr. Neeraj Shukla**, Assistant Professor, Deptt. of Commerce and at Prashasnik Gurukul the coordinator will be **Mr. Devashish Mishra, Programme Coordinator**. Coordinators shall notify their counterparts in case a new person is named to their position.

### ARTICLE 16: SIGNATORIES

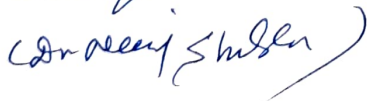
For and on behalf of KMCL University

For and on behalf of Prashasnik Gurukul LLP, Lucknow

 (Signature and Stamp)	 (Signature and Stamp)
<b>SHRI AJAY KRISHNA YADAV</b> Registrar, KMCLU, Lucknow	<b>SHRI PARITOSH SINGH</b> Director, Prashasnik Gurukul LLP, Lucknow

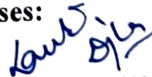
Witnesses:

1. ....



Witnesses:

1. ....

  
**Kavita Ojha, Faculty,**  
**Prashasnik Gurukul LLP, Lucknow**