



# RAFTS & RIVERS


## MEMORANDUM OF UNDERSTANDING


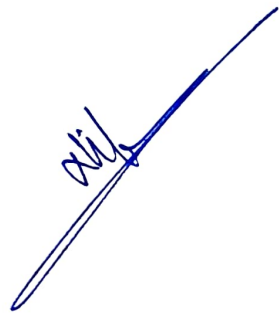
*Between*

**Khwaja Moinuddin Chishti Language  
University, Lucknow**

*AND*

**Rafts and Rivers LLC**

  
REGISTRAR  
KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY,  
LUCKNOW

# MEMORANDUM OF UNDERSTANDING

between

**Khwaja Moinuddin Chishti Language University, Lucknow**

and

**Rafts and Rivers LLC**

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and Rafts and Rivers LLC (hereinafter referred to as "Rafts and Rivers", which expression shall unless it is repugnant or contrary to the context or meaning thereof, mean and include its, successors and assigns) herewith sign a memorandum of understanding on 31/5/2023 which reads as follows:


KMCLU & Rafts and Rivers shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

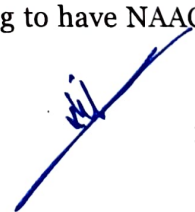
## PREAMBLE

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and Rafts and Rivers LLC, 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 maybe applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, social, and skilling cooperation between the Parties on the basis of equality, mutual benefit, and the public good.

## Article 1: INTRODUCTION OF PARTICIPANTS

- 1.1.** 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 society. The University is planning to have NAAC Accreditation.

  
REGISTRAR  
KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY,  
LUCKNOW



- 1.2.** Rafts and Rivers is a think tank and solution seeker in the domain of education and digital transformation of education delivery and inculcating entrepreneurship amongst the students. Rafts and Rivers brings unique experiences of exposure to Indian higher education and the Western higher education system.

## **Article 2: AREAS OF CORPORATION**

**2.1.** Both parties agree to establish process automation to improve Governance, Administration, and Management at incubation center, KMCLU by deploying the latest technologies like IoT, AI & ML. Areas of corporation include:

- Mentorship and Advisory Support
- Market Research and Analysis
- Legal and Regulatory Support
- Pre-Incubation and Post-Incubation Support
- Business Planning
- Training and Workshops

## **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 MoU 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 three year from the date of signature.
- 4.3.** This MoU may be extended with the written consent of both parties.

## **Article 5: CONFIDENTIALITY**

During the tenure of the MoU and afterward, unless both parties permit the disclosure, both parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged or entered or generated; under the scope of projects covered under this MoU.

  
RECTOR  
KUNGLA MONSUDIN CHAUHAN  
KUNGLA UNIVERSITY,  
LUCKNOW



## **ARTICLE 6: AMENDMENTS**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized 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 7: FORCE MAJEURE**

Both 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 8: NON-BINDING NATURE OF THIS MOU**

The MOU is not binding on either Party and each is working with the other out of sheer goodwill and for the benefit of the learners.

## **ARTICLE 9: 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 head, Rafts and Rivers 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.

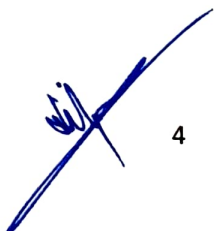
## **ARTICLE 10: TERMINATION**

This Memorandum of Understanding may be terminated by either party with a minimum of Thirty (30) 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 11: PROGRAM CALENDAR & ACADEMIC CALENDAR**

The SPOCs from both Parties will work with their respective internal stakeholders to develop a calendar for the program(s) roll-out at the start of every quarter. This calendar will then be synchronized and published for use by everyone.

  
REGISTRAR  
AFIA MOINUDDIN CHIST  
LANGUAGE UNIVERSITY,  
LUCKNOW

  
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## ARTICLE 12: COORDINATORS

Both Parties shall appoint a suitable team who will serve as a primary point of contact on all matters related to the incubation center. Individual learners and teachers may be in touch with corresponding trainers, mentors, advisors, and peers during the program roll-out. However, all the matters related to the execution of this MOU shall reside with the signing authority. At KMCLU, the coordinator will be Prof. Syed Haider Ali and at Rafts and Rivers, the coordinator will be *Mr. Nripen Bhatt*. Both Parties shall notify their counterparts in case a new person is named to their position.

## ARTICLE 13: LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of this the possibility of such damages.

## ARTICLE 14: NON-SOLICITATION

During the term of this MOU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit solicit, or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MOU.

### KMCLU's Designated Contact:

Name:

Title:

Legal Entity:

Mobile:

Email:

Sign:

Date: 31/5/2023

  
(In very small)

### Rafts and Rivers Designated Contact:

Name: Mr. Nripen Bhatt

Title: Head "South-East Asia"


Legal Entity: Rafts and Rivers LLC

Mobile: +91 8953131786

Email: [ncharvak@gmail.com](mailto:ncharvak@gmail.com)

Sign:

Date: 31/5/2023

  
Prof. S.H. Ali