



उत्तर प्रदेश UTTAR PRADESH

GH 256477

File No. IUI/RO/GA/MOU/KMCLU/2024/140

Dated: 12.03.2024

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY,
SITAPUR-HARDOI BYPASS ROAD, LUCKNOW-226013

AND

INTEGRAL UNIVERSITY, DASAULI, P.O. BAS-HA, KURSI ROAD, LUCKNOW-
226026

for facilitating

Students' Training/Postgraduate/Doctoral Research

This memorandum of understanding (here in after referred to as MoU) is made on 12th day of month of March in the year 2024 by the Khwaja Moinuddin Chishti Language University, Sitapur-Hardoi Bypass Road, Lucknow-226013 (here in after referred to as "KMCLU" and as First party) having its headquarter at Lucknow on the ONE PART and the Integral University, Dasauli, P.O. Bas-ha, Kursi Road, Lucknow (herewith in after referred as "IU" and as Second party) having its headquarter at Lucknow on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).



Ranisha

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' Training/Postgraduate/Doctoral Research in cutting edge areas.

Whereas the "First Party", established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). It also holds the status of 2(f) and 12(B) of University Grants Commission. University has various departments are involved in research in the areas of arts and humanities, commerce, engineering and technology, science, social sciences, legal studies etc..

AND Whereas the "Second Party", established by Govt. of Uttar Pradesh vide Act No 9 of 2004 and recognized by University Grants Commission under sections 2(f) and 12(B) of the UGC Act, 1956. IU was awarded A+ Grade by the National Assessment & Accreditation Council (NAAC) during 2023 and has a strong focus on individual growth and the development of essential tools so that its students make a mark in the corporate world and the field of engineering, information technology, sciences, pharmacy, agricultural sciences & technology, law, architecture, planning, design, health & medical sciences etc. The university is duly approved by the Medical Council of India, Pharmacy Council of India, Indian Nursing Council, Council of Architecture, Bar Council of India, Indian Association of Physiotherapists, National Council for Teacher Education, UP State Medical Faculty.

AND where as it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

ARTICLE 1: AREAS OF COOPERATION

1. Whereas the parties have mutually agreed to conduct the following activities in order to develop new dimensions in the fields of education, research, training, consultancy etc.

- 1- Collaborative Study
- 2- Research and Consultancy
- 3- Education and Training
- 4- Exchange programs and Study Visits

Now this MoU witnesses as under-

- a) The two parties will apply for collaborative projects jointly on mutually agreed terms to the state, national and international funding agencies.
- b) The two parties will provide the space for training with all tangible and other resources as per availability.
- c) The two parties will work for Skill and Entrepreneurial Development of students and faculty members of both institutes in the fields of (as above) and its allied sectors.
- d) The two parties will assist the students and faculty members of both the institutions in government and private sectors projects in the field of (as above).
- e) Financial benefits will be shared equally between the parties after netting all the expenses incurred in the concerned program or project.



Banisha

- 9
- d) The student faculty member will be expected to protect Intellectual Property Rights (IPR) generated or likely to be generated during their research work. Both parties will have equal rights on Patent Protections/Knowledge generated as per guidelines of IPR (Intellectual Property Management/ Technology Transfer/Commercialization Act as amended from time to time). Research findings will be published jointly. The research projects will be undertaken by students, research scholars and faculty members and shall be decided through mutual consideration between both parties through its faculty members and supervisors. The faculty members of both parties will be jointly responsible for working out the operational details of the agreement and ensuring proper and effective implementation of the MoU.
- g) The MoU shall remain effective for three years from the date of signing it. It would be terminable by either of the parties for giving one month's notice to each other. If no dispute or differences are raised between them, then the MoU shall be automatically extended for another period of two years.
- h) This MoU may be modified / amended on mutual agreement of both parties. Any amendment notified by both parties shall become a part of the MoU.
- i) It is understood that if any dispute or differences arise in respect to terms and conditions of the MoU shall be settled in the office/s of the Registrar/s of the first and second party who shall be the sole authorities and the mutually agreed decisions shall be binding on both parties.

ARTICLE 2: FINANCIAL ARRANGEMENTS

- a) This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- b) Each party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 3: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, under domestic or international law.

ARTICLE 4: ENTRY INTO EFFECT

This Memorandum of Understanding shall become effective on the date of signatures of both parties, or if the dates vary, then on the date of the later signature.

ARTICLE 5: IPR

Both parties undertake that they shall not infringe upon any copyright or intellectual property

Amisha

Sikandar



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.

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.

ARTICLE 6: PUBLICATIONS

Both the parties should retain its right to publish research conducted within their laboratories (excluding confidential information) without consent/ written permission from the other party.

ARTICLE 7: FORCE MAJEURE

Both the parties shall have no liability in respect of any delay in carrying of the activities of 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: INDEMNIFICATION

Each party shall indemnify or keep indemnified the other party for any loss, cost and expenses caused to the other party due to the negligence, mishandling, application of less technical support or for any other reason what so ever.

ARTICLE 9: DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning construction or effect of this MoU or any dispute or disagreement between the parties hereto as to any matter relating to this memorandum which cannot be settled by mutual discussion shall be settled by arbitration by an arbitrator, appointed by consent of both parties.

ARTICLE 10: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of one month (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: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Prof. Ehtesham Ahmad, Head, Department of Commerce, Khwaja Moinuddin Chishti Language University, Lucknow and at Integral University,

Smisha

[Signature]



Lucknow the coordinator will be Prof. Saba Siddiqui, Head, Department of Agriculture, IIAST, IU, Lucknow. Coordinators shall notify their counterparts in case a new person is named to their position.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

For the First Party

Bhishma
12/03/2024

(Dr. Bhavna Mishra)
Registrar
Khwaja Moinuddin Chishti Language
University, Sitapur-Hardoi Bypass Road,
Lucknow-226013, U.P.

Date:

For the Second Party

[Signature] 12/03/24

(Prof. Mohammed Haris Siddiqui)
Registrar
Integral University,
Dasauli, P.O. Bas-ha, Kursi Road,
Lucknow-226026, U.P.

Date:



Witness of the First Party

[Signature]

(Prof. Ehtesham Ahmad)
Head, Department of Commerce,
Khwaja Moinuddin Chishti Language
University, Sitapur-Hardoi Bypass Road,
Lucknow, U.P.

Witness of the Second Party

[Signature]

(Dr. Mohammad Atif Siddiqui)
MoU Coordinator
Integral University (IU),
Lucknow, U.P.

[Signature]

(Prof. Saba Siddiqui)
Head, Department of Agriculture,
IIAST, IU, Lucknow, U.P.

Dep. of Agriculture,
IIAST, IU, Lucknow, U.P.
Integral University, Lucknow