

MEMORANDUM OF UNDERSTANDING

Between

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW

AND

BUNDELKHAND COLLEGE, JHANSI

On Friendship And Cooperation, Academic, Cultural And Scientific Thought And Personnel Exchange





MEMORANDUM OF UNDERSTANDING (MoU)



MEMORANDUM OF UNDERSTANDING Between KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW AND BUNDELKHAND COLLEGE, JHANSI

Khwaja Moinuddin Chishti Language University, Lucknow (hereinafter referred to as "KMCLU") is referred to as First Party, and Bundelkhand College, Jhansi (hereinafter referred to as BKD) is referred to as Second Party, herewith sign a Memorandum of Understanding (MoU) which reads as follows:

PREAMBLE:

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time 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: Areas of Cooperation

- 1.1 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) Acceptance of undergraduate/ graduate and Research Scholars of each partner institution for periods of study and/or research;
- c) Organization of symposia, conferences, short-term courses and meetings on research issues;
- d) Exchange of information pertaining to developments in teaching, student development and research institutions;
- e) 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).
- f) Jointly start & run teaching programs in emerging areas and organize, conducts seminars/workshops/training courses, and submit collaborative research projects

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for funding to national and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions.

1.2 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 2: Financial Arrangements

- 2.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 2.2 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 as of the date of signatures of both parties at Lucknow.

ARTICLE 5: IPR

- 5.1 Where significant amount of resources are from KMCLU, KMCLU shall be the sole owner and where significant amount of resources are from BKD, then BKD shall be the sole owner of any intellectual property developed during the course of the MOU.
- 5.2 When only a portion of its resources is supplied by the University, ownership of any intellectual developed jointly during the course of the MOU shall be vested in both parties of the Memorandum.

ARTICLE 6: Publications

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

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ARTICLE 7: 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 2 (two) arbitrators, appointed by each parties, in case of difference of opinion between the said two arbitrators, reference made to an umpire, who shall be appointed by arbitrators, and any such decision shall be binding on the parties.

ARTICLE 8: Duration

The MoU shall be effective from date of signing and shall remain in force for a period of five years.

ARTICLE 9: 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 10: Coordinator

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr. Neeraj Shukla and at BKD, Jhansi the coordinator will be Prof. S.K. Rai, Principal, BKD, Jhansi

ARTICLE 11: Signatories

For and on behalf of KMCL University

For and on behalf of Bundelkhand College, Jhansi

(Signature and Stamp) 91 8114

Registrar, KMCLU, Lucknow

Witness 1:

(Signature and Stamp)

Prof. S.K. Rai

Principal, Bundelkhand College, Jhansi $Prof.\ (Dr.)\ S.\ K.\ Rai$

Principal

Bundelkhand College, Jhansi

Witness 2: ... Anna. Carman.....

(DR. ARUN KUMAR)