



MEMORANDUM OF UNDERSTANDING

Between

MAHARISHI UNIVERSITY OF INFORMATION TECHNOLOGY, LUCKNOW

AND

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW

> Registrar Maharishi University of Information Technology Lucknow, U.P., 226013



MEMORANDUM OF UNDERSTANDING (MoU)

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MAHARISHI UNIVERSITY OF INFORMATION TECHNOLOGY, LUCKNOW

And

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW

TheMaharishiUniversityofInformationTechnology, Lucknow(hereafter referred to as MUIT) and KhwajaMoinuddinChishti Language University, Lucknow (hereafter referred to as KMCLU) herewith sign a memorandum of understanding on 31,7124 this reads as follows:

PREAMBLE:

The Primary objective of this Memorandum of Understanding betweenMaharishi University of InformationTechnology, Lucknowand KhwajaMoinuddinChishti Language University, Lucknow is to create a means of cooperation between the two entities, subject to the terms of thisMoU 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 thebasis of equality, mutual benefit and public good.

ARTICLE 1: INTRODUCTION OF PARTIES

Maharishi University of Information Technology, Lucknow

The Maharishi University of Information Technology (MUIT), Lucknow established under MUIT Uttar Pradesh Act No. 31 of 2001 notification no 573 dated 06 October 2001. MUIT has been recognized and is included in the list of Universities, maintained by the UGC. The University offers Various Graduate, Post Graduate, Diplomaprograms and Ph.D. Programs as the University aims to equip its students with quality education along with a deep understanding of the cultural fabric of the country and inspires them to contribute progressively towards building a knowledge society.

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KhwajaMoinuddinChishti Language University, Lucknow

WHEREAS KMCLU is a State University established under the UttarPradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). TheUniversity 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.

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 party institution.
- b. Support undergraduate/ postgraduate and Research Scholars of partner institutions as Co-Guides.
- C. Exchange of information pertaining to developments in teaching student development and research,
- d. Mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on then respective websites (subject to prior written approval for the use of any logos or trademarks).
- e. Jointly conduct teaching programs in emerging areas and organize,
- Courses, value added in the areas of common interest.
- f. Promote and support faculty exchange programs.
- g. To provide infrastructure, academic and technical support, subject to availability with prior approval.
- h. Organizing training Programs for teachers. Need based training programs for faculty members may be designed, organized and conducted by both institutions.
- i. Creation and promotion of joint credit and non-credit based MOOC programs.
- j. Submit collaborative research projects for funding to national andinternational agencies on relevant subjects, themes or topics on mutually agreed terms and conditions
- k. Consultancy projects may be undertaken by both parties to support specific areas of functioning. These projects will be guided byconsultancy policy of the concerned University.
- Co-operation in any other areas or specific areas and details will be implemented upon mutual
 agreement and will be outlined inseparate agreement and cooperation and addendum to
 thismemorandum upon its signature by the authorized representative as agreed to by the Parties from
 time to time.
- m. Consciousness based Education through introducing Transcendental Meditation and Yoga for students, staff and faculty.
- n. To celebrate International Yoga Dayjointly to promote overall wellbeing and harmony.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph
 2.1 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 ofintellectual property rights" and "settlement of disputes".

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2.3 Conduct of Course (Transcendental Meditation):

The Transcendental Meditation and Yoga Course will be conducted in groups, once a month, or whenever at least 10 participants are ready. The time requirement of the course is as below:

Teaching Transcendental Meditation (5 Days)

The teachers will coordinate with the concerned person of the department to begin the instruction of the TM technique in batches of 10 (minimum). This is the minimum batch size required for organizing the program. One batch will continue for five days. Parallel/skewed batches can be run during time restrictions or contingencies, for example new joiners, late entrants or when we want to take up more participants. However, once a batch has been made, five CONSECUTIVE days of attendance for up to 2 hours each day is MANDATORY.

The Day-by-Day description of the course is given below:

Day 1: Seminar 1 – Introduction and preparation of the Transcendental Meditation technique. The first day of the course comprises a two hour introductory session on TM to understand the benefits of TM and the mechanics of the technique and also know about the requirements before learning the technique and have queries answered.

Day 2: Personal instruction of the Transcendental Meditation Technique. The certified TM Teachers will setup an appointment slot for each participant. The technique is taught personally or in small batches of five to seven people over a period of 1.5 hours. A small Initiation ceremony is organized for the participants. After learning the technique, the meditator will now practice TM twice a day, every day with other meditator colleagues. Only all those who attend day 1 can join the course from Day 2. And all those who attend Day 2, have to attend Day 3, 4, 5 necessarily.

Day 3: Seminar 2 - Understanding correct practice and enjoying the benefits. On the third day, the meditators in a batch are given a two hour session on how to check if their practice is going on properly. It is followed by checking of experience during personal practice of meditation and a group meditation with the teacher.

Day 4: On the fourth day, the meditators are given a two hour session on the mechanics of TM, how it benefits the physiology and how it aids in stress release. It is followed by checking of experiences during personal practice of meditation and a group meditation with the teacher.

Day 5: Seminar 4 - Vision of the goal: the higher states of consciousness. On the fifth day, the meditators are given a two hour session on beneficial changes to expect with regular practice of TM and a description of higher states of consciousness, which are a natural consequence of its regular practice.

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ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other. However, if financial liabilities arise it will be decided as per the mutual agreed terms between both the parties.
- 3.2 Each Party shall bear its own cost and expenses in the implementation

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 thelater signature.
- 4.3 This MoU may be extended with the written consent of both parties.
- 4.2 The MOU will be valid for a period of five years from the date of signature.

ARTICLE 5: IPR

- 5.1 Both Parties undertake that they shall not infringe upon any copyright in exclusive possession of the respective Parties. Both partiesshall 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 presentMOU from the respective Party. Each Party is the sole owner of their respective intellectual property. Neither Party may use the other party's intellectual property rights without the prior written 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.
- 5.2 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 oncegranted the IPR will be solely owned by the concerned party.
- 5.3 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointlyand once granted these rights will jointly be owned by the parties onmutually agreed terms and conditions.
- 5.4 In case of research results obtained through joint activities under thisMoU, both parties will apply as co - applicants for the protection of IPR subject to exclusive rights of both the parties to commercialize thetechnology jointly on mutually acceptable terms and conditions.
- 5.5 Any expenditure towards filing, maintain and securing of IPR, development of the product and revenue towards license fee and royaltyshall be shared on case to case basis as mutually agreed in writingbetween both the parties under a separate agreement.

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ARTICLE 6: PUBLICATIONS

Faculty and scholars of both the parties 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 parties 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 thescope of projects covered under this MoU.

ARTICLE 9: AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties and specifically stating the same to bean amendment of this MoU. The modification shall be effective from the dateon which they are made unless otherwise agreed to.

ARTICLE 10: 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 11: 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.

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ARTICLE 12: DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement betweenthe parties for any matter relating to this memorandum, Registrar KMCLUand Registrar DTU will jointly resolve the dispute in a spirit ofindependence, mutual respect and shared responsibility. In case of anydispute which cannot be settled by mutual discussion an arbitrator may beappointed by mutual agreement of each party.

ARTICLE 13: 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 Memorandumn of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 14: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr. NeerajShukla and at MUIT the coordinator will be Dr. MuditaAgarwal. Bothparties will notify in writing and inform its counterpart, should a new coordinator be named to the position.

ARTICLE 15: SIGNATORIES

For and on behalf of Maharishi University

Dr. GirishChhimwal

Registrar Registrar
Maharishi University of Information Technology
Lucknow, U.P., 226013

Date: 31/ 7/24

Witness 1:

Witness 2:

For and on behalf of KMCL University

Dr. Mahesh Kumoo

निर्दान विस्ती कर विस्तिवद्यालय संवतन्त्र

Date: 31/2/24

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