



MEMORANDUM OF UNDERSTANDING(MoU)



# MEMORANDUM OF UNDERSTANDING

*Between*

**KHWAJA MOINUDDIN CHISHTI LANGUAGE  
UNIVERSITY, LUCKNOW**

**AND**

**NOVEL ACADEMY, POKHRA, NEPAL**

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MEMORANDUM OF UNDERSTANDING

*Between*

**KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW**

*And*

REGISTERED  
*Amisha*  
KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY,  
LUCKNOW



## MEMORANDUM OF UNDERSTANDING(MoU)



Khwaja Moinuddin Chishti Language University, Lucknow ( hereafter referred to as KMCLU) and Novel Academy of Information Technology, Lucknow ( hereafter referred to as MUIT) 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 Novel Academy of Information Technology, Lucknow ( hereafter referred to as MUIT) 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, cultural and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

### **ARTICLE 1: INTRODUCTION OF PARTICIPANTS**


#### **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 the society.

#### **Novel Academy, Pokhara Nepal**

Novel Academy is known for delivering excellent educational services and still adding to its growing list of accolades, Novel Academy, Pokhara in 2014 AD won the Best Business School of Western Region and Ninth best Business school of Nepal awards. This prestigious College has been providing high quality education for students with the determination to change the world and the passion to make it happen. The institution has been offering the University of Cambridge A Levels program along with wide range of other courses at both undergraduate and graduate levels.

Established in 2002, the institution began its services with O level. After this success it started A Level, undergraduate and graduate Courses on BSc. Nursing, B. Pharmacy, BBA and MBA Programs affiliated to Purbanchal University. It is located on the heart of Beautiful Pokhara city, Gandaki Province,

  
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Pokhara Metropolitan City -08, Newroad, Nepal with own Premises and situated ideally in a quiet and peaceful environment . The Academy aims to encourage its students to be competent and face the inevitable challenges that life brings intellectually. By providing placement assistance for its students it also plans to bridge the gap between the classroom and the world of work. The institutions are equipped with state of art infrastructure and spacious classroom. Academy also conduct regularly outsourcing seminar series and guest lecture for both Bachelor and Masters Level by inviting subject specific professors of relevant Courses.

The University is committed to develop as a centre of excellence in the field of higher education and pays special attention to the promotion of educational and economic interests and welfare of the people, especially the marginalised sections 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 partner 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 start and run teaching programs in emerging areas and organize, conduct seminars/workshops/training courses, value added courses in the areas of common interest.
- f. Promote and support student and faculty exchange programs.
- g. To provide infrastructure, academic and technical support, subject to availability.
- 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 and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions

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- k. Consultancy projects may be undertaken by both parties to support specific areas of functioning. These projects will be guided by consultancy policy of the concerned University.
- l. Co-operation in any other areas or specific areas and details 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.

2.2 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 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 arises 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 of this Memorandum of Understanding

### 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 years from the date of signature.

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

### 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. 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

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be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.

5.3 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 once granted the IPR will be solely owned by the concerned party.

5.4 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly be owned by the parties on mutually agreed terms and conditions.

5.5 In case of research results obtained through joint activities under this MoU, both parties will apply as co – applicants for the protection of IPR subject to exclusive rights of both the parties to commercialise the technology jointly on mutually acceptable terms and conditions.

5.6 Any expenditure towards filing, maintain and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case to case basis in mutual consultation between both the institutions under a separate agreement.

### **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 Universities will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of projects covered under this MoU.

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### 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 CEO NOVEL Academy 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 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 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 and at Novel Academy the coordinator will be Mr. Bisheswor Acharya Both parties will notify in writing and inform its counterpart, should a new coordinator be named to the position.

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## ARTICLE 16: SIGNATORIES

For and on behalf of KMCL University

Dr. Bhawana Mishra

Registrar

*Bhawana Mishra*  
REGISTRAR  
KIYWA MANGAL CHISITI  
UNIVERSITY,  
LANGUAGE UNIVERSITY,  
LUCKNOW

Witness:

- 1- *AO*
- 2-



**NOVEL  
ACADEMY**  
Excellence in Education

For and on behalf of NOVEL Academy

Mr. Bisheswor Acharya

CEO

*Bisheswor Acharya*