



MEMORANDUM OF UNDERSTANDING

Between

**KHWAJA MOINUDDIN CHISHTI LANGUAGE
UNIVERSITY, LUCKNOW**

AND

**HIND INSTITUTE OF MEDICAL SCIENCE,
ATARIYA**


कुलसचिव
ख्वाजा मुईनुद्दीन चिश्ती भाषा विश्वविद्यालय
लखनऊ


PRINCIPAL
Hind Institute of Medical Sciences
Mau, Ataria, Sitapur

MEMORANDUM OF UNDERSTANDING

Between

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY, LUCKNOW

And

HIND INSTITUTE OF MEDICAL SCIENCE, ATARIYA

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and HIND INSTITUTE OF MEDICAL SCIENCE, ATARIYA (hereafter referred to as HIMS) herewith sign a memorandum of understanding on.....which reads as follows:

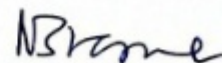
PREAMBLE:

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and HIND INSTITUTE OF MEDICAL SCIENCE, ATARIYA is to create a means of co-operations of two universities, 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. In shall endeavor to strengthen, promote and develop academic, cultural and research co-operations between the Parties on the basis of equality, mutual benefit and public good.

ARTICLE 1: INTRODUCTION OF PARTICIPANTS

Khwaja Moinaddin Chishti Language University, Lucknow

WHEREAS KMCLU is a State University established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (UP. Act No. 12 of 2009) this University got its name as Khwaja Moinuddin Chishti Urdu, Arabi-Farsi University by an Amendment in the year 2012 in the name of well acclaimed Sufi Saint Khwaja Moinuddin Chishti of Ajmer whose simplicity and generosity have inspired people across the globe, It also holds the status of 128 and 21 of University Grants Commission. In the month of February, 2020, the State Cabinet, passed the proposal to rename the University as Khwaja Moinuddin Chishti Language University. 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.



HIND INSTITUTE OF MEDICAL SCIENCE, ATARIYA

Hind Medical College (HMC), established as a full-fledged Private medical college by an Act passed by the Uttar Pradesh State Legislature and recognized by UGC. The medical college is dedicated to achieving excellence in teaching, training, and research with the aim of cultivating a future Hind Institute Of Medical Science, Atariya that is not only highly educated, well-trained, and qualified but also deals with human beings by a human touch; ultimately striving to become a leading institution in teaching, research, and community outreach, particularly in the expansive domains of Liberal education, and committed to excelling in all facets of its endeavors.

ARTICLE 2: AREAS OF COORPORATION

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 their 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 of 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 by consultancy policy of the concerned University.



HIMS & KMCLU

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 coop Hind Institute Of Medical Science, Atariya. and addendum to this memorandum upon its signature by the authorised representative as agreed to by the Parties from time to time.

m. Under this MoU Hind Institute of Medical Science, Atariya Barabanki University will run a Health Centre with dispensary in the premises of KMCLU and KMCLU will provide whole infrastructure for this health centre.

n. Hind Institute of Medical Science, Atariya Barabanki University will give a Health Card to each and every student and staff of KMCLU for diagnosis & treatment in Hind Institute Of Medical Science, Atariya Barabanki University at subsidised rate.

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 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 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 of this Memorandum of Understanding

ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU

4.1 This Memorandum Understanding shall become effective from the date of signing the document 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 signing the document.

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



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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.

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 once granted 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 jointly and once granted these rights will jointly be owned by the parties on mutually agreed terms and conditions.

5.4 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.

5.5 Any expenditure towards filing, maintaining 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

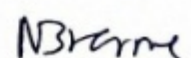
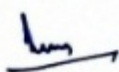
Faculty and scholars of both the Institutions may work jointly on publications. The Royalty / Intellectual Property Rights, if any, will be shared jointly on mutually agreed terms between the institutions.

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 9: 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

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.

ARTICLE 12: 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 Registrar HIMS 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 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 Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.



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ARTICLE 14: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr Neeraj Sahu and at HIMS the coordinator will be Dr Sandeep Yadava. Coordinators shall notify their counterparts should a new person be named to the position.

ARTICLE 15: SIGNATORIES

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11/11/24
For and on behalf of KMCL University
कुलसचिव
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11/11/24
For and on behalf of HIMS
PRINCIPAL
Hind Institute of Medical Sciences
Mau, Ataria, Sitapur

Witness:

1- 2-

Dr Neeraj Sahu
(Dr Neeraj Sahu)

Dr Divakar Srivastava
(Dr Divakar Srivastava)