



MEMORANDUM OF UNDERSTANDING



between

University of Kota, Kota

and

Dr. Bhimrao Ambedkar University, Agra

This Memorandum of Understanding (MOU) is made on the 20th Day of December of the Year 2023 between "**University of Kota, Kota**" as first party and this expression shall mean and include its successors, administrators and authorized officers on behalf of the Vice Chancellor, University of Kota, Kota and "**Dr. Bhimrao Ambedkar University, Agra**" as second party which expression shall mean and include its legal successors, administrators and authorized officers on behalf of the Vice Chancellor, Dr. Bhimrao University, Agra.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding, inter alia is:

- (a) To promote interaction between University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra in mutually beneficial areas including academic and research collaborations in various fields.
- (b) To promote value added engagement from both parties to enhance the knowledge base of faculty members and sharing best practices to the students & faculties of various disciplines of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.

M. Singh

Ashe Rai

- (c) To exchange of academic information, scholarly information, materials and publications between University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.
- (d) To organize academic activities including conferences, seminars, symposia, workshops and other academic meetings jointly or provide a support in organizing them in any one of the both universities.
- (e) To provide a formal basis for initiating interaction between University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.

2. PROPOSED MODES OF POTENTIAL COLLABORATION

University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra may collaborate through one or more of the following projects or any such other projects as may be mutually agreed in between the Parties:

- (a) Summer internship to Undergraduate / Postgraduate Students.
- (b) Explore opportunities for joint research programmes undertaken by faculty members of the University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra on topics identified.
- (c) Visits of faculty for study and discussions or delivering guest lectures on subjects of mutual interest.
- (d) Visits of faculty for seeing research work and laboratories, discussions and delivering lectures.
- (e) Workshops, conferences, seminars and symposia with joint participation of the faculty.
- (f) Short-term assignment, live projects to faculty members and students.
- (g) Training / education through education programmes conducted in areas of interest.
- (h) Any other appropriate mode of interaction agreed upon between University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.

Asht Singh

Asht Singh

Future potential opportunities such as following can be mutually explored

- (a) Sponsoring including funding student projects for UG/PG.
- (b) Sponsoring including funding fellowships for PhD Program.
- (c) Training/education including practical exposure of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra faculty through Faculty Education Programs conducted in areas of interest.

3. CONFIDENTIALITY

- (a) The term "Confidential Information" shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MOU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as "Confidential" or 'Proprietary' or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MOU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.
- (b) For the term of this MOU, each party, shall treat as confidential all confidential information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information and shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and

Handwritten signature

Handwritten signature

degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by other party under this MoU.

- (c) Confidential information shall not include the information which
- i. was generally known and available at the time it was disclosed or became generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
 - ii. is disclosed with the prior written approval of the disclosure.
 - iii. was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.
 - iv. becomes known to the receiver, without restriction, from a source other than the disclosure without breach of this MOU by the receiver and otherwise, not in violation of the discloser's rights.
 - v. In addition, each party shall be entitled to disclose the other party's confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.
 - vi. The parties shall, upon expiration of this MOU, promptly deliver to each other all material in its or in



its employees' possession or control containing such confidential information.

- vii. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of three-year subsequent academic years. However confidential information in the nature of intellectual property rights, trade secrets and/or such confidential information which needs to be protected/kept confidential owing to applicable law(s) shall be kept confidential in perpetuity by the receiving party.

4. INTELLECTUAL PROPERTY

- (a) University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra shall retain all rights, title, and interest in and to any research project IP generated by using Confidential Information. IP generated solely by faculty or students ("University Nothing in this MOU grants any authority for any Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, without the prior consent of the other Party.
- (b) University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra hereby assign all intellectual property rights, whether patentable or not, created in whole or in part, by its faculty, employees, agents, students or in collaboration as part of this MOU.
- (c) At the expense and upon request of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra and its faculty shall execute all documents evidencing assignment of all patent, trademark, and/or copyright applications and registrations, its successors, assignees, or nominees, and shall fully cooperate and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect rights therein.

Handwritten signature

Handwritten signature

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, during the Term and for one year after expiration or termination of this MOU, the student or faculties of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra involved in the projects, research etc., shall not be involved in any similar projects, research etc. with or for a competitor of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.

6. AMENDMENT TO MOU

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MOU.

7. TERM AND TERMINATION

- (a) This MOU shall be valid for a period of three years from the date of the signature and can be terminated by either parties with a prior written notice of three months served on the other Party.
- (b) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- (c) In the event of expiry or termination of this MoU (irrespective of the reason for such termination), the following shall apply:
 - (i) University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra shall submit to each other all the supporting documents, working papers, research information gathered pursuant to any collaboration under this MOU.

[Handwritten signature]

[Handwritten signature]

8. RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Except as expressly set forth in this Agreement, no Party is by virtue of this Agreement authorized as an agent, a partner, employee or legal representative of the other Party, and the relationship of the parties is, and at all times will continue to be, that of independent parties.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall not transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. FORCE MAJEURE

If either Party is prevented from or delayed in carrying out any of its obligations under this MOU by reason of force majeure, the Party whose performance is so prevented or delayed, upon prompt written notice thereof to the other Party, shall be excused from such performance to the extent and during the period of such prevention or delay.

Force Majeure shall mean any cause which is beyond the control of the Party invoking force majeure, including, but limited to, and whether or not of the same class or kind like: any government authority, riot, war, hostilities, public disturbance, an act of the public enemy, strike, Government orders, pandemic, epidemic, lock-out or other labour disputes, fire, flood, earthquake, storm, explosion, or acts of God.

11. GOVERNING LAW & DISPUTE RESOLUTION:

This MOU and any collaboration under it will be governed by laws of India. The Parties will attempt amicably to resolve any controversy, dispute or difference arising out of this MOU. However, if no such resolution is reached, the Parties consent

Handwritten signature

Handwritten signature

to submit to arbitration under the Arbitration & Conciliation Act, 1996. The arbitration proceedings will be presided by a sole arbitrator appointed mutually by the Parties and the venue of arbitration shall be Pune. The proceedings shall be held in the English language. The award shall be binding on the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law. The courts in Kota have exclusive jurisdiction to try any matter under this MOU.

12. ANTI-CORRUPTION

Each Party agrees, with respect to any activities undertaken relating to this Agreement, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in this regard (the "Legislation"). Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this Agreement are knowledgeable regarding the purpose, provisions and principles of Legislation. Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this Agreement, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation.

13. GENERAL

- (a) Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party and the details of such a representative will be part of the respective scope of the project.
- (b) University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra while ensuring the implementation of the purpose shall be responsible for obtaining all statutory permissions/ licenses/ approvals required, if any, for the said purpose.



- (c) In case any assets are purchased or created out under any projects initiated under this MOU, then University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra shall ensure that such assets are not be alienated, leased, hypothecated, mortgaged or disposed-off in any manner by the any person without the prior written approval and such assets shall always remain the exclusive property of University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra.
- (d) In the event of any loss/damage/expenses etc. occasioned to University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra as a result of any lapse / neglect / fault / omission / act, breach of any applicable law, breach of any provisions of this MOU, then University of Kota, Kota and Dr. Bhimrao Ambedkar University, Agra shall be entitled to claim from each other, the value of said loss/damage/expenses etc.

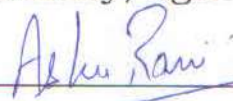
In the presence of following witnesses, both the parties have signed the memorandum of understanding on the day, month and the year as mentioned above.

For
University of Kota, Kota



Vice-Chancellor
Prof. Neelima Singh
Vice-Chancellor
University of Kota, KOTA

For
Dr. Bhimrao Ambedkar
University, Agra



Vice Chancellor
VICE-CHANCELLOR
Dr. Bhimrao Ambedkar University, Agra

Signature and Name & Address of Witnesses

Name & Address

1. Prof. R.K. Upadhyay

2. Prof. Ajay Tanuja

Signature


Registrar
University of Kota, KOTA
