

# **Babasaheb Bhimrao Ambedkar University, Lucknow, India**

Date of signing the MoU - 23/12/2020

## **Objectives of MoU**

- **Exchange of Students**
- **Exchange of Academic Staff**
- **Joint Research and Publications**
- **Joint Industry Consultancy**



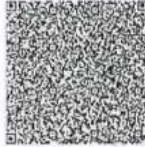
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**Government of Uttar Pradesh**

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**MEMORANDUM OF UNDERSTANDING**

*Between*

**Babasaheb Bhimrao Ambedkar University, Lucknow**

*And*

**Integral University, Lucknow**

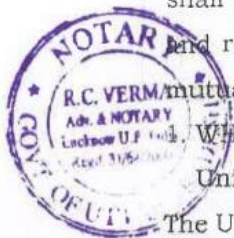
**Babasaheb Bhimrao Ambedkar University, Lucknow** (hereinafter referred to as "BBAU"), and **Integral University, Lucknow** (hereinafter referred to as "IU") herewith sign a Memorandum of Understanding (MoU) which reads as follows:

Notary Alerts

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## PREAMBLE:

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in 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.



WHEREAS Babasaheb Bhimrao Ambedkar University is a Central University.

The University is committed to develop as a centre of excellence in the field of higher education and has been accredited 'A' Grade by NAAC in 2015. It pays special attention to the promotion of educational and economic interests and welfare of the people, especially the marginalised sections of the society.

Now therefore, the Parties have agreed to come together and have decided to work jointly on the following terms and conditions in identified areas of mutual interest, in accordance with the prevailing rules, regulations and norms of either or both the Parties & Government of India, as may be applicable.

2. Whereas Integral University, was established under the Act Number 9 of 2004 by the State Government. The University is duly approved by the University Grants Commission (UGC) under sections 2(f) and 12B of the UGC Act, 1956, Medical Council of India, Pharmacy Council of India, Indian Nursing Council, Council of Architecture, Bar Council of India, Indian Association of Physiotherapists, National Council for Teacher Education, UP State Medical Faculty and Distance Education Bureau. Integral University is accredited by NAAC and recognised as a Scientific & Industrial Research Organisation (SIRO) by the Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India.

The Objectives of the Integral University are as under :

### **Objectives of the University:-**

- To harness technical education and technology in the service of mankind and also to enable students to think globally and act nationally.

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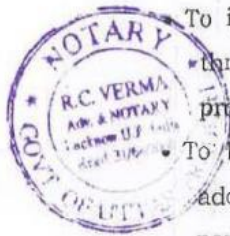
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- To integrate spiritual and moral values with education and to develop human potential to its totality.
- To develop a sense of self-reliance and to create the awareness of higher self in the younger generation.
- To ignite the latent potentialities of the young and budding generation through cutting-edge technology and state-of-the-art academic programmes.
- To bring about innovation in education by restructuring courses and adopting novel methods of teaching and learning to target multifaceted personality development.
- To identify the excellent heritage of our great and glorious past and to link it with the grand future.
- To cultivate and disseminate knowledge by providing research and extension facilities.
- To create and promote a congenial ambience and thereby further help in strengthening the spirit of national integration, secularism and international understanding in order to bring all the sections of society in the mainstream for an overall development of India and to provide modern, scientific and moral education for social upliftment.
- To empower the younger generation with global perspectives in order to bring about peace, tranquility, prosperity and bliss to the entire world in general and to our country in particular.

#### **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.

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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 to organize and conduct seminars/workshops/training courses, submit collaborative research projects for funding to national and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions.

g. 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 authorized representative as agreed to by the Parties from time to time.

h. 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.

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*



#### ARTICLE 4: Entry into Effect

This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.



#### ARTICLE 5: IPR & Technology Transfer

5.1 Where significant amount of resources are either of parties the same 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.

5.3 Technology transfer agreement: Technology transfer agreements are initiated when a private party sees research conducted at the Institute in the form of a publication (conference or journal). The agreement should give reference to the publications of the technology being pursued.

5.4 Where both the parties jointly develop intellectual property, invention and innovation as a result of the research work performed by the post graduate program's scholar working under the supervision of the guide and co-guide, their terms with respect to title and exploitation of such intellectual property, inventions including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property inventions and innovation will be negotiated on a case-by-case basis giving due regard for Institute's policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organization. The general guiding principle for such case-by-case Memorandum of Understandings will be that the intellectual property rights devolving on the faculty guides /collaborators and respective Institute, will devolve in equal measure on the faculty guides /collaborators and similarly in equal measure on the respective Institute. Save as aforesaid, nothing in this Memorandum of Understanding shall be constituted as a license or transfer or an

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#### ARTICLE 9: 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 settle 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 Empire, who shall be appointed by arbitrators, and any such decision shall be binding on the parties.



#### ARTICLE 10: Duration / Tenure Of MOU

The MoU shall be effective from date of signing and shall remain in force for a period of Five (5) years.

#### ARTICLE 11: Penalty

Such a clause is not acceptable. In other words, no penalty can be given by any of the parties for non-performance or delay in performance during the course of the project.

#### ARTICLE 12: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Thirty (30) 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 13: Coordinator

From BBAU, Lucknow:-

**Dr. Gaurav Kaithwas**

Associate Professor & Head

Department of Pharmaceutical Sciences

& Associate Dean (Academic Affairs)

School of Pharmaceutical Sciences

Babasaheb Bhimrao Ambedkar University (A Central University)

Vidya Vihar, Raibareli Raod, Lucknow, Uttar Pradesh- 226025

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From Integral University, Lucknow:

**Prof. (Dr.) Mohammad Haris Siddiqui**

Director, Directorate of Admissions and Academics

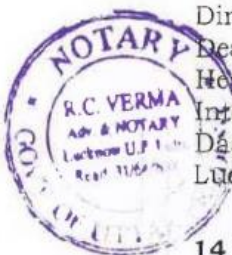
Dean, Faculty of Agricultural Science and Technology &

Head, Department of Bioengineering

Integral University

Dasauli, Bas-ha, Kursi Road,

Lucknow, Uttar Pradesh- 226026



#### **14 Restrictions:-**

Each party shall treat as confidential any information obtained from other party pursuant to this agreement and shall not divulge any such information to person except to such party's own employees and other and only persons who need to know the same, without the other party's written consent provided that this clause shall not extended to information which was rightfully in the possession of such party prior to the commencement of the Agreement, which is already in public knowledge or becomes so at a future date .Receiving party will have to execute or shall execute appropriate written agreement with its employees and consultants specifically assigned and or otherwise, sufficient to enable with or comply for the provisions of this agreement. Receiving party may disclose confidential information in accordance with judicial or other government order to the intended recipients, provided receiving party shall give disclosing party reasonable notice period to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are Statutory Auditor, Regulatory Authority, regulating the affairs of parties. The foregoing obligation as to confidentiality shall survive any termination even termination of this Agreement.

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### SEAL of PARTIES

IN WITNESS WHEREOF the parties hereto have signed this MoU of understanding the day, month and year as mentioned hereinbefore.



For and On behalf of BBAU

Signature: \_\_\_\_\_

Name: Prof. M. P. Singh

Designation: Registrar  
23/12/2020

Registrar  
Babasaheb Bhimrao Ambedkar University  
Seal: Lucknow

For and on behalf of IU

Signature: \_\_\_\_\_

Name: Prof. (Dr.) I. A. Khan

Designation: Registrar

REGISTRAR  
INTEGRAL UNIVERSITY  
Seal: LUCKNOW

Witnesses: (Name & Address)  
Address)

1. RPS. ph  
Rang Pratap Singh

Date: 23/12/22

Dr. Gaurav Kaithwas  
23/12/2020

Date: 23/12/2020

Witnesses: (Name &

1. Irfan Aziz  
24/12/2020

Date: 24/12/2020

2. Seemab Ahmad

Date: 24/12/2020

Sworn and Verified  
Before me

02.12.22  
**R.C. VERMA**  
Adv. & NOTARY  
Lucknow U.P. India  
F. regd. 31/84/2000

know and identify the deponents  
who has signed/put his TI before me