

# Memorandum of Understanding (MoU)

Between

Deen Dayal Upadhyaya Gorakhpur University, India



&

Gandaki University, Nepal



Dated this 4<sup>th</sup> day of January, 2024

This Memorandum of Understanding (MoU) is entered between “**Deen Dayal Upadhyaya Gorakhpur University, India**” having its campus at Gorakhpur, Uttar Pradesh, hereinafter called “DDUGU” and “**Gandaki University, Nepal**” hereinafter referred to as “GU”. Both DDUGU and GU are independently referred to as “Party” and collectively as “Parties”.

## **WHEREAS**

The parties hereto are entering into this Memorandum of Understanding for the purpose of recording their intention to negotiate and finalize the terms of cooperation with the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchanges.

A. The Parties confirm their intention to negotiate and settle the terms of an Agreement in respect of each project and programme that will take place.

B. Each Agreement will include provisions dealing with, amongst other things: (i) promote student mobility and visiting scholar programs; (ii) enhance academic programs collaborations; (iii) promote joint publication and research activities; (iv) initiate exchange of academic materials and other information pertaining to mutual benefits; (v) promote several scholarly activities such as courses, seminars, trainings, conferences, and symposiums organized by either of the Parties; (vi) Other activities and programs as may be mutually agreed upon by the Parties; and (vii) adhering to the Intellectual Property Right (IPR) policy of the respective parties.

C. The Parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by a duly authorized representative from each Party.

This MoU shall be treated as a platform on which both Parties agree to work together in future.

## **BACKGROUND**

### **Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur (Uttar Pradesh)**

Deen Dayal Upadhyaya Gorakhpur University, established in 1957 by the Uttar Pradesh State Universities Act), is the first University to be established in Uttar Pradesh after Independence. In its long eventful journey it has constantly striven to live up to its motto, “Let noble thoughts come to me from all directions” by assimilating diverse ideas, people and beliefs into its

come to me from all directions” by assimilating diverse ideas, people and beliefs into its academic and co-curricular lives. Spread over 190.96 acres, it houses seven Faculties comprising of 40 departments that have been playing a significant role in imparting holistic education predominantly to the people of the Eastern region of Uttar Pradesh, Western Bihar, and the neighboring country of Nepal since its inception. As a residential-cum-affiliating State University whose academic jurisdiction spreads across three districts of Eastern Uttar Pradesh it can boast of a rich academic legacy, illustrious alumni, experienced, qualified and dedicated faculty members, transparent and effective administrative set up, state-of-the art library, ample career growth opportunities, advanced research facilities and a vibrant and safe campus.

With more than 12000 registered students out of which more than 50% are women the University has successfully introduced a plethora of path-breaking schemes and programs for imparting holistic education to its students. The University is acclaimed nation-wide for conducting and promoting quality research, exceptional teaching and learning processes, national and international awardees, sports activities and recognitions, engagement in outreach and extension activities, robust student support system, placements in reputed government and private organizations and transparent and effective governance. The University is equipped with facilities like automated Central Library, ICT enabled class-rooms, state-of-the-art laboratories, Incubation centre, Health Centre, separate hostels for men and women, facilities for sports and games, environmentally friendly campus, gender sensitive ambience and ragging-free atmosphere.

### **Gandaki University**

Gandaki University (GU) was established by the Gandaki Province Government in 2019 to product high-skilled human resources required for building a prosperous nation. GU is governed by a Board of Trustees (BOT), an independent, apolitical, permanent entity. GU steers towards becoming an innovative and pedagogic center, producing high-quality market-driven professionals and development leaders; building partnership with industries, private sectors, other universities and research institutes for research, innovation and new technology generation.

## **1. OBJECTIVES OF THIS MOU**

The purpose of this Memorandum of Understanding is to promote international agreement, scholarly collaboration, cultural interaction and friendship by supporting educational, professional and cultural activities among faculty and students of the two institutions. Accordingly, the areas of cooperation will include, subject to mutual consent, any programme offered at their university as felt desirable and feasible on either side and that both sides will contribute to the fostering and development of the cooperative relationship between the two universities.

## **2. SCOPE OF COLLABORATION**

Specific areas of cooperation between the two parties, subject to the availability of funds and the approval, but not limited to the following:

- a) Exchange of students,
- b) Exchange of faculty members,
- c) Joint research activities;
- d) Participation in seminars and academic meetings:
- e) Exchange of academic materials and other information;
- f) Developing and executing special academic programmes;
- g) Joint consultancies: and
- h) Organizing joint conferences/seminars/workshops

The terms of such mutual assistance and necessary budget for each specific programme and activity that is implemented under the terms of this Memorandum of Understanding or any other written agreement thereafter shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity and the terms of such programme and activity shall be negotiated on an annual basis. Each party will designate a Liaison Officer to develop and coordinate specific activities or programmes.

### 3. OUTLINES OF THE COLLABORATION

This document is not intended to create legal or binding obligations on either Party. It serves only as a record of the Parties' current intentions. This will be a sustaining program and will help sourcing funds for collaborate research/academic programs from external agencies. We also plan to work on a joint online degree program in different disciplines, which could be an avenue for further cooperation between DDUGU and GU.

Under the aegis of this agreement, DDUGU & GU shall jointly explore the possibilities of working in both countries India and Nepal. The major focus of this collaboration shall be on:

- Developing joint curricula for mutually identified programs;
- Guiding students for Post-graduate & Doctoral research with GU as an extended research campus of DDUGU;
- DDUGU shall assist in the faculty development and student mentoring of GU
- Joint research in Science, humanities and legal studies
- Faculty/Scientists from each institution will collaborate in developing proposals for external funding as appropriate;
- Any expenses incurred by each institution under this agreement will be the sole responsibility of the institutions concerned;

#### **Academic and Research Collaboration:**

In pursuant of the agreement, academic and research collaborations shall be initiated between both Parties. Academic collaboration shall involve, faculty members/scientists visiting their counterpart institutions for short-term (1-3 months) teaching assignments, evaluation and curriculum development. The eligible faculty members/scientists may also be a part of the dissertation/thesis supervision along with the host institution faculty members/scientists.

Research collaboration shall involve, visits of faculty members/scientists to each other's institution, and write, bid and implement collaborative research projects for funding and be a part of in-house research funded projects. Research collaboration shall involve being a part of the publication authorship group, keeping the intellectual property rights intact.

**Exchange of academic information, data generation and dissemination, and scholarly publications:**

In pursuant of the agreement, exchange of academic information, data regeneration and dissemination and scholarly publications shall be the privilege of both institutions involved. The data generation could be from primary or secondary sources. The samples to be collected from field areas shall be shared as per convenience and the Government protocols. Secondary data source and sharing shall also need to have clearances of the Government procedures. Dissemination of information to print/visual media shall be as per the Government protocols.

**4. PUBLICATION & INTELLECTUAL PROPERTY RIGHTS**

- (i) If the research is conducted and completed in India with the help of Deen Dayal Upadhyaya Gorakhpur University members in the team, the intellectual property will be protected in India with DDUGU as a co applicant. GU will have rights to commercialize technology.
- (ii) If the research is conducted and completed in Nepal with the help of DDUGU members in the team, the intellectual property will be protected in Nepal with GU as a co-applicant. DDUGU will have rights to commercialize the technology.
- (iii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the Party concerned.
- (iv) 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 owned by the Parties.
- (v) Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

- (vi) Both Parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both Parties are signatories.

## **5. PERFORMANCE STANDARDS**

The Parties shall perform their respective roles and responsibilities under this MoU with highest standards of professional and ethical competence and integrity.

## **6. DISCLOSURE OF INFORMATION**

DDUGU and GU agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was;

- (i) In the public domain
- (ii) Known to either prior to the date hereof as evidenced by written documents subsequently.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

## **7. AMENDMENTS**

The Parties of this MoU may, by mutual consent, add, modify, amend, or delete any words, phrases, sentences, or Articles in this MoU.

## **8. ARBITRATION**

Dispute arising out of this MoU, if any, shall be amicably settled jointly by Deen Dayal Upadhyaya Gorakhpur University, India and the name of Gandaki University, Nepal.

## **9. VALIDITY OF THE MOU**

This Memorandum of Understanding will become effective on the date of signing and will have a duration of five (5) years. However, it can be extended by mutual agreement. Any cessation of

the MoU by either Party shall be notified in writing to the other Party at least six months in advance.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 4<sup>th</sup> of January, 2024.



**(Prof Poonam Tandon)**

Designation: Vice-Chancellor

For and on behalf of the Vice-Chancellor  
Deen Dayal Upadhyaya  
Gorakhpur University  
Gorakhpur (U.P.)  
India



**(Prof. Dr. Nabaraj Devkota )**

Designation: Vice-Chancellor

For and on behalf of the  
Gandaki University  
Nepal



Witnesses:

Dr. Ramwant Gupta,  
Director International Cell  
Deen Dayal Upadhyaya  
Gorakhpur University,  
India



Witnesses:

Mr. Ravi Bhandari  
Head of International Relations and  
Development Affairs  
Gandaki University,  
Nepal