

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Madan Mohan Malaviya University of Technology, Gorakhpur

And

Deen Dayal Upadhyaya Gorakhpur University Gorakhpur

This MoU is signed on 02nd day of month August, year 2024

BETWEEN

Madan Mohan Malaviya University of Technology (Hereinafter referred to as "MMMUT") Gorakhpur has been established in year 2013 by the Government of Uttar Pradesh in the form of a non-affiliating, teaching, and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962 as the FIRST PARTY.

AND

Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur formerly known as Gorakhpur University (Hereinafter referred to as "DDUGU") is located in Gorakhpur, Uttar Pradesh. The University of Gorakhpur is a teaching and residential-cum-affiliating University. It has entered the league of top five state universities of the country by achieving NAAC Grade A++ rank, is the SECOND PARTY.

"MMMUT" and "DDUGU" are referred to collectively as 'PARTIES' and individually as 'PARTY' as the context may require.

WHEREAS, both Parties recognize the mutual benefits of academic collaboration and research promotion;

WHEREAS, both Parties seek to establish a framework for cooperation to enhance multidisciplinary education and research initiatives;

NOW, THEREFORE, the Parties hereby agree as follows:

Purpose

The purpose of this MoU is to foster collaboration between MMMUT and DDUGU and to provide mutual beneficial working opportunity to develop a collaborative and innovative academic environment that fosters growth, learning, and excellence for both students and faculty. The MoU would facilitate in advancement of knowledge on the basis of reciprocity, best efforts, mutual benefits and frequent interactions. A collaborative effort between MMMUT and DDUGU will help in solving challenges associated with classical as well as new advanced techniques. The purpose of the MoU is to state the intentions of the

parties in undertaking collaboration, training and research in various aspects of advancement in technologies. The parties have common scientific and research interests and will cooperate in performing the activities stated below:

Types of Cooperative Activities

The scope of collaboration on activities, to be pursued through this MOU includes, not limited to the followings:

Faculty engagement to address faculty shortages or expertise gaps

MMMUT and DDUGU may engage the faculty or subject expert of either party with the consent of other party to overcome the shortage of faculty/expert and meet the additional manpower requirement arises on implementation of various components of NEP-2020. These engagements are remunerative, and either university shall pay as per the approved rates of Guest Faculty.

Research collaboration in the areas of mutual interest

MMMUT and DDUGU may collaborate in any mutually agreeable field of research and education which will encourage collaboration in research areas of mutual interest. Efforts will be made to share information about on-going research activities in order to establish contacts and collaboration in-between the professionals working with both the parties within similar areas of research. Both the parties will maintain the confidentiality of research activities and research data. Either party can share the data with any third party only after obtaining written consent from the other party.

Exchange of Faculty and Research Scholars

- MMMUT and DDUGU will welcome the scientists/academicians and research scholars for exchange of expertise/training of scientist/academicians in order to update the research scholars in the areas of mutual interest. Details of such proposed visits will be finalized in advance with mutual consent and modalities will be shared among them within a reasonable time. Expenses incurred in the activities may be borne by the concerned institute/party.
- As feasible and contingent upon cognizant parent organizational or departmental approval, both the parties agree to assist their respective faculty members/scientists in developing scholarly exchanges that may include a range of interactions such as research collaborations, joint supervision of PG, doctoral, post-doctoral studies, institutional training and research, specialized lectures, seminars and teaching or submission of joint research proposals/reports.
- Human Resource Development: Academic staff members, researchers and students of MMMUT and DDU, the number of which may be decided mutually, will



be trained in their short-term projects (Short term projects, PG and PhD Dissertation and UG summer training programmes) in their field of expertise.

- Both the parties will also organize joint skill-based certificate courses in specialized areas as deemed appropriate from time to time as mutually agreed to by both the parties.

Joint Research projects

Interested faculty of either party may, with mutual consent and prior intimation to the other party initiate joint research projects in the areas of mutual interest. Subject to availability of funds, both the Parties will take steps necessary to encourage research divisions/departments of their respective institutions and to initiate and conduct collaborative projects consistent with the terms and conditions of this agreement. Such joint research projects will be the subject of definitive specific project agreements and there will be separate MOU for each such project.

Publication and Intellectual Property

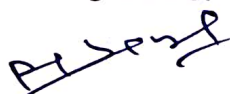
The information on research results and scientific material (reports/articles and books) will be exchanged freely, keeping in mind the mutually agreed upon provisions of Intellectual property rights. Intellectual property developed by the collaborative institute during the course of this agreement shall be owned by both the parties. Each party may use such property for research and scholarly purposes. MMMUT and DDUGU agree to collaborate towards the protection, and application of such intellectual property for commercial and other purposes on mutually acceptable terms, to be worked out through negotiation in advance between them, if considered appropriate by both the parties.

Any publication, arising from the research projects, main collaborators of research project of both parties shall include other party as co-author and shall also acknowledge the contribution of each other in the research project, unless informed otherwise in advance.

Nothing in this Agreement shall affect the ownership of any Background Intellectual Property existing prior to this Agreement or generated outside the Trial which one Party agrees to make available to the other party in the course of the Trial.

All Results shall be owned as follows:

- All results created, generated, or developed solely by employees, students or agents of MMMUT shall belong to MMMUT; and
- All Results created, generated, or developed solely by employees, students or agents of DDUGU shall belong to DDU.



- All Results created, generated, or developed jointly by employees, students or agents of MMMUT and DDUGU ("Joint IP") shall be jointly owned by both the Parties.

Both the Parties agree that the process of commercializing the Joint IP shall be the joint responsibility of both the Parties. The Parties will enter into a revenue sharing agreement, where necessary to do so, and agreement for a fair and equal distribution of any exploitation income arising from the Joint IP (after deduction of direct costs and reasonable fees, as mutually agreed to, on case-to-case basis), separately for each joint IP.

Confidentiality

Neither Party shall, without the express and written permission of the other party in advance, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly.

For the purpose of this AGREEMENT, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employees' information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

However, it excludes any information which is already in the public domain or becomes published or available to the public which does not tantamount to breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;

- Rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or as a result of the confidential information disclosed by the Disclosing Party pursuant to this AGREEMENT
- Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party



- known to the receiving Party at the time of disclosure without an obligation of confidentiality; or
- produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required to be disclosed in pursuance of a court order and will use all reasonable methods to maintain the confidential treatment of such Confidential Information.

General Conditions

This AGREEMENT does not establish a joint venture or partnership between the Parties. The AGREEMENT does not imply any financial obligations or legal binding on either party and is intended only to provide the general guiding principles and key terms and conditions for initial co-operation and to facilitate further discussions.

Financial obligations with regard to any programs/activities shall be discussed, arrived at with mutual consent and acted upon by the parties through separate agreement for the purpose in writing.

Both the parties hereby agree, under this AGREEMENT, to indemnify and hold each other harmless.

Both the parties shall mutually respect the confidentiality and intellectual ownership of information shared between them.

The new intellectual property being developed /generated jointly under this Agreement will carry the equal rights of ownership between MMMUT and DDU.

Term and Termination

This AGREEMENT will be effective for 5 years from the date of signing. It may be further renewed by mutual consent in writing.

Amendments and additions may be made to the AGREEMENT with the written consent of both the parties.

AGREEMENT can be terminated by either party with minimum 90 days advance notice in writing to the other party.

Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this AGREEMENT shall be governed and construed in accordance with the Laws in India.

Venue of settlement for any disputes that may arise under this AGREEMENT shall be Gorakhpur.

Disputes arising between the parties out of or in connection with this AGREEMENT shall, as far as possible, be settled amicably through mutual discussions at appropriate level.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto, if any.

Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this AGREEMENT shall be in writing either through facsimile or by mail to be delivered by hand or by post under acknowledgement. The notice shall be deemed to have been received on the next day of transmission, if sent through facsimile and within five days of date of dispatch if sent through mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses or to such other address as any Party may specify by notice to other Party in advance.

IN WITNESS WHEREOF, the undersigned representatives of the Parties have executed this MOU as of the date first written above.

SIGNED AND DELIVERED BY THE FIRST PARTY

On behalf of DDUGU

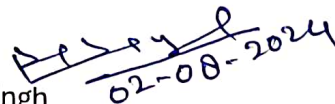


Prof. Shantanu Rastogi

Registrar
D.D.U. Gorakhpur University
Gorakhpur

SIGNED AND DELIVERED BY THE SECOND PARTY

On behalf of MMMUT




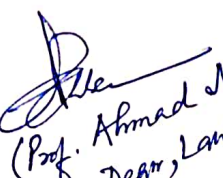
Prof. P K Singh

Dean Extension, Field Outreach and Alumni Relation

WITNESS OF THE FIRST PARTY

Witness:


1. 
(Prof. Ravis. Singh)
Dean, FOET

2. 
(Prof. Ahmad Naseem)
Dean, Law, DDUGU, GKP)

WITNESS OF THE SECOND PARTY

Witness:

1. 
Prof. Sanjay Mishra
Dean, Post Graduate Studies

2. 
02/08/2024
Dean, UGS