



Memorandum of Understanding (MOU)



BETWEEN

Veer Bahadur Singh Purvanchal University, Jaunpur

a body corporate established under the UP state Universities Act-1973 having its office at "Jaunpur- 222003" (hereinafter referred to as "VBSPU") which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors.

AND

King George's Medical University, U.P., Lucknow

a body corporate established under the King George's Medical University, Uttar Pradesh Act, 2002 having its office at "Chowk, Lucknow, 226003" (hereinafter referred to as "KGMU") which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors.

Representatives of King George's Medical University, Lucknow and Veer Bahadur Singh Purvanchal University, Jaunpur have discussed the desirability and feasibility of an interactive relationship designed to strengthen the bonds between the two institutions. This Memorandum of Understanding (MOU) is intended to facilitate the inter-institutional visits for exchange of knowledge to research as described in the objectives listed below. Both the parties hereinafter are also referred to herein as "the Institution" or, Collectively, "the Institutions".

1.01 Objectives:

- (i) To promote the visits of students and faculty members in programs for the mutual benefits of both the institutions,
- (ii) To utilize the research facilities of one institution by the post-doctoral fellows, research scholars, students and faculty members of other institution for innovative research work,
- (iii) By joint efforts of students, research scholar and faculty members from both institutions, who may apply for collaborative projects jointly to national and international funding agencies,
- (iv) To facilitate working together on various research methodologies and techniques for development of newer treatment modalities in various diseases,
- (v) To support the visits of students and faculty members for purposes of academics, research, training and publications etc,

- (vi) To facilitate the cultural and intellectual enrichment opportunities for the faculty and students of both institutions,
- (vii) To facilitate the collaborative faculty development program and to organize symposia, conference, workshop & seminars by the joint efforts of both institutions,
- (viii) The scientist/faculty members of both the institutions may be included as resource persons for delivering lectures/ talk on specialized topics in different academic/ scientific programmes, and
- (ix) Other objectives as may be necessary from time to time.

1.02 Operation:

- (i) Prior to actual visits of collaboration, the institutions will negotiate and sign a program Agreement setting forth the specific obligations and responsibilities to carry out any of the following:
 - (a) Faculty Visits,
 - (b) Collaborative research,
 - (c) Students Exchange Program,
 - (d) Academic Exchange Program,
 - (e) Research Program Collaboration,
 - (f) Visit of facilities for the student welfare, and
 - (g) Joint Educational programs,
- (ii) The institutions will explore ways and means to finance joint projects through special government and other funding sources. This MOU is not intended, and shall not be interpreted, to offer any kind or form of financial support or consideration.

1.03 Term:

This MOU shall be effective for a period of six(06) years form the date of execution of this MOU. This MOU may be extended for an additional period of three (03) years with mutual consent of both the institutions.

1.04 Termination:

Either institution may terminate this MOU at any time without any explanation of the cause by giving three (03) months written notice to the other. Upon termination, the provisions of this MOU and corresponding program agreements shall continue to apply to ongoing activities until each is complete, up to a maximum of one (01) year from the effective date of termination.



2.01 Language:

This MOU is prepared in English and may also be prepared in a language as required any of the party. In the event of an inconsistency the English version shall apply and be binding on the parties.

2.02 Intellectual Property, Ownership & Protection

All rights and titles to sole Intellectual Property (such as patent/copyright/trademark etc.) shall belong to the Party whose Faculties invented, developed, created or discovered such sole Intellectual Property. Both Universities shall promptly and fully disclose any Joint or sole Intellectual Property developed by that University's employees, such disclosures to be maintained as confidential.

The lead institution for a particular research/project shall initiate in preparing and filing the joint intellectual Property Rights. At the time of designation, the lead University shall enter into an inter-University agreement that specifies the rights and obligations of the Universities in protecting and commercializing such Joint Intellectual Property.

3.01 Arbitration:


Any controversy or claim arising out of or the breach thereof, shall be settled by arbitration as per law administrated by the King George's Medical University, Lucknow. The place of arbitration shall be Lucknow, Uttar Pradesh.

3.02 Warranty Authority:


The person(s) executing this agreement on behalf of the institutions represent and warrant that each has been duly authorized to execute this MOU on behalf of the institution and will legally bind the institution to all of its terms, performance, and provisions.


Neither Institution shall have the authority to represent or otherwise bind the other institution, nor shall any of their respective agents, employees or representatives be constructed to be the agent, employee or representative of the other.

IN WITNESS WHEREOF, the undersigned, dully appointed representative of the parties, have on behalf of the parties signed the present Memorandum of Understanding, in two originals at Lucknow, on this day 05 March, 2019.



(Prof. (Dr.) Raja Ram Yadav) 05.03.19
Vice Chancellor
Veer Bahadur Singh Purvanchal University
Jaunpur

Witness:


(Dr. Manish Kumar Gupta)
Assistant Professor - Department of Biotechnology
VBS Purvanchal University, Jaunpur


(Prof. M.L.B. Bhatt) 05/3/19
Vice Chancellor
King George's Medical University, Lucknow
Uttar Pradesh

Witness:


Dr. Suchir Singh
Associate Professor
Dept of Radiotherapy
KGMU

