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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as 'MOU') is made and entered into on 2<sup>nd</sup> day of June, 2022 by and between:

Lovely Professional University, Jalandhar-Delhi G.T Road, Phagwara, District Kapurthala, Punjab (India)-144411 represented herein by its Registrar Dr. Monica Gulati, hereinafter called 'LPU' or 'First Party', which expression, unless repugnant to the subject or context shall include its successors, authorized representatives and assigns

AND

Kannada University, Vidyanaraya Hospet Taluk, Bellary District, Hampi Karnataka, India-583276, represented herein by its Registrar, Sri Subbanna Rai, hereinafter called 'Kannada University' or 'Second Party' which expression, unless repugnant to the subject or context, shall include its successors, authorized representatives and assigns.

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'



**WHEREAS:**

- A. LPU is a State Private University established by enactment of the State Legislature of the Government of Punjab and recognized by the University Grants Commission, New Delhi under Section 2(f) of the UGC Act, 1956.
- B. Kannada University is a public university in Hampi founded by the Government of Karnataka through the Kannada University Act, 1991 and recognized by the University Grants Commission, New Delhi under section 2 (f) of University Grant Commission Act, 1956.
- C. Both Parties desire to collaborate with each other for carrying out joint activities and to provide assistance and support to each other in their respective individual activities and programmes as mutually decided by both parties from time to time.

Now therefore, both parties after mutual discussion and consent have executed and signed this MOU and settled terms and conditions of this collaboration between the parties, which are as under:-

**1. Scope and purpose:**

- I.1 The scope and purpose of this collaboration between the parties includes the following:
  - (i) Both parties may organize seminars, conferences, workshops, conclaves and other programmes and activities jointly and may also extend requisite support, sponsorship, resources, facilitation etc. for the events/activities conducted by either party.
  - (ii) Both Parties may develop and carry out joint publications, research projects etc. as mutually agreed by the parties from time to time.
  - (iii) The Parties may develop and conduct students and faculty exchange programmes/activities as per the mutually agreed schedule and terms for that purpose.
  - (iv) Faculty/experts from both parties may engage in the joint supervision/guidance/evaluation of the students' research projects, thesis



evaluation, viva-voce etc. in the disciplines of mutual interest or as agreed from time to time by the parties.

(v) Both parties may share or provide academic and research information, facilities, resources etc. with/to each other as mutually agreed from time to time.

(vi) Both Parties may also promote and undertake such other activities/programs as mutually agreed from time to time.

1.2 The general terms of co-operation between the parties shall be governed by this MOU. The Parties may decide the terms and conditions separately in respect of specific activities/projects to be undertaken under this collaboration, by agreement or other documents in writing to be signed by competent authority of both parties.

## **2. Mutual obligations of both parties:**

2.1 Both Parties shall be liable on their own to obtain all the relevant approvals, consents, permissions, NOCs, licenses etc. of whatsoever nature required for carrying out their respective obligations as per the terms specified herein and shall be responsible on their own for any default or violation of any kind in this regard in any manner by keeping the other party indemnified in all respects from and against the consequences arising in this account.

2.2 There is no financial obligation on either party in relation to any programme/activity mentioned in this MOU, unless specifically mentioned herein. Financial obligations with regard to specific activity/project to be undertaken, if any, will be discussed and mutually decided separately in writing by competent authority of the both parties in this regard.

2.3 Both parties shall be responsible on their own to bear all expenses of any/all kind whatsoever to carry out their respective obligations mentioned herein and also for payment of taxes, levies, government fees and such other costs etc. which become payable or arising as a result of or in connection with their activities/transactions under this MOU.



- 2.4 Both parties may publicly inform and advertise this collaboration among their students, staff and general public via/in their prospectus, information material, website etc. or otherwise as per their respective requirement.

### **3. Indemnification and confidentiality:**

- 3.1 Each party hereby indemnifies the other party and agrees to keep the other party indemnified and hold harmless at all times for and against all kinds of losses, damages, expenses, suits, costs, liabilities including civil and criminal liabilities and police action of all kinds and other consequences etc. of whatsoever nature that may arise or occur due to any of its act or omission or violation/non-adherence to any law, bye-laws, rules, regulations, guidelines or directives etc. whatever it may be called enforced by any Central/State Government or local administration or other concerned statutory or regulatory authority and/or breach/non-compliance of any term of this MOU at any stage also including such act or omission, breach/non-compliance etc. on the part of its staff, personnel and other concerned.
- 3.2 Each party hereby agrees to not to share the information of and in relation to other party which it acquire or comes into its knowledge during this collaboration term or even otherwise in any form and manner, with any third party and also not to use for any purpose other than for which such information is provided for by the other party except as required to use for carrying out its obligations under this MOU in discharge of its obligations under any law/statutes etc. or as per requirement of its concerned statutory/regulatory authority/bodies whatever it may be called. Further, either party shall also not use any information, data etc. of other party at any stage in any manner and for any purpose prejudicial to the interest of other party.
- 3.3 The provisions contained in this Clause 3 shall also survive the expiry/termination/non-continuation of this MOU.

### **4. Intellectual property rights**

- 4.1 Anything contained herein or otherwise shall not be construed to create in either party any right, title, interest or license etc. whatever it may be called in or to the

intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party in any manner.

- 4.2 The intellectual property rights in respect of jointly carried out research, publications etc. whatever called, shall be decided mutually by both parties separately in writing.

#### **5. Validity and termination**

- 5.1 This MOU shall be valid from 1<sup>st</sup> August 2022 till 31<sup>st</sup> July 2026 and during that validity period, both parties will take effective steps for implementation of this MOU. Any act on the part of either party after termination of this MOU including any communication, correspondence etc. made between the parties whatsoever, shall not be construed as an extension or renewal of this MOU unless specifically agreed in writing by both parties in this regard.
- 5.2 Either Party may terminate this MOU upon 30 calendar days' notice to other party in writing. In the event of material breach of terms of this MOU by either party, the other party may terminate this MOU forthwith by giving notice to the other party for the same. However, in the event of termination in any manner, both parties have to discharge their obligations in respect of already initiated or ongoing programmes/activities in relation to this MOU unless otherwise mutually agreed by both parties for the same.
- 5.3 Amendments to this MOU may be made by mutual consent of both parties in writing by addendum or exchange of letters signed by both the parties for that purpose.

#### **6. Relationship between the parties**

- 6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent parties, and anything contained herein or otherwise shall not be construed to create a partnership, joint venture, employment or agency relationship, principal-agent relationship, franchisor-franchisee relationship or such like other relationship between the parties hereto.





- 6.2. Neither Party is authorized to use the other Party's name, logo etc. in any way or to make any representation or create/assume any obligation or liability, expressed or implied, for or on behalf of the other Party, without the prior written consent of the other Party for that specific purpose.
- 6.3. Neither Party shall have nor shall represent itself as having any authority under the terms of this MOU or otherwise to make agreements, commitments, representations etc. or take/assume liability of any kind at any stage in any manner for or in the name of or binding upon the other Party.

#### 7. Coordinators

- 7.1 Each party agrees to appoint an overall coordinator for the administration of this MOU that will serve as the contact person of the concerned party subject to the discretion of the concerned party. These coordinators will ensure smooth flow of communication and would be responsible to ensure the effective implementation of this MOU.
- 7.2 Contact details of the presently designated coordinators are given hereunder:

For Lovely Professional University	For Kannada University
Name: Dr. Vishweshwari Tiwari, Assistant Professor	Name: Dr. Mohan B Panchal, HOD, Department of Visual Arts
Email: vishweshhwari.25021@lpu.co.in	Email: dr.panchalmb@gmail.com
Mobile No. +91 7338540986	Mobile No.: +91 9448732568

#### 8. Non-Exclusivity

- 8.1 This MOU or communication made at any time with regard to this collaboration does not confer to the Second Party any exclusive right. The First Party reserves the right at all times to make similar or other arrangements with other institutions, organizations, any individual(s) etc. of any kind at any stage at its sole discretion in any manner.



**9. Severability**

9.1 In the event any clause of this MOU for any reason become invalid, illegal or unenforceable in any respect, the same will not impair the rest of the provisions and the provision becoming unenforceable will be reduced and limited accordingly.

**10. No Waiver**

10.1 The failure of a party to insist upon strict adherence to any term of this MOU on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU.

**11. Assignment**

11.1 That parties shall neither assign nor transfer any of its obligations/rights under this MOU or any interest herein without the prior written consent of other Party.

**12. Overriding effect**

12.1 This MOU supersedes all previous correspondence etc. exchanged between the parties, in connection with the subject matter of this MOU.

**13. Counterpart**

13.1 This MOU is signed in original duplicate and each of them will have same validity and effect.

**14. Dispute Settlement**

14.1 In the event of any unforeseen issues or matters not covered herein or any difference or dispute in relation to the interpretation or any matter concerning this MOU, the same shall be resolved amicably by both the parties. Unresolved disputes, if any, shall be settled by arbitration as per the Arbitration and Conciliation Act, 1996 as in force from time to time. The place of the arbitration shall be at campus of the First Party.

14.2 This MOU is to be construed in accordance with laws of India with exclusive jurisdiction of the Courts of District Kapurthala, Punjab (India) for all matters concerning this MOU.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly signed and executed by their duly authorized officers/representatives as of the date first above written.

For Lovely Professional University  
(First Party)

Sign: Monica Gulati  
Name: Dr. Monica Gulati  
Designation: Registrar

For Kannada University  
(Second Party)

Sign: Sri Subbanna Rai  
Name: Sri Subbanna Rai  
Designation: Registrar

Witness:

Sign: Rakesh Kumar  
Name: Rakesh Kumar  
Designation: Assistant Director,  
Address: Lovely Professional  
University, Phagwara, Punjab

Witness:

Sign: Dr. Mohan Panchal  
Name: Dr. Mohan Panchal  
Designation: HOD, Department of Visual Arts  
Address: Kannada University,  
Vidyaranya, Hampi, Karnataka