



MEMORANDUM
OF
UNDERSTANDING
POLICY



KAZI NAZRUL
UNIVERSITY

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KAZI NAZRUL UNIVERSITY
MEMORANDA OF UNDERSTANDING POLICY



1.0 PURPOSE

This document will determine the scope of Memoranda of Understanding and the process involved during when a Memorandum of Understanding is proposed.

2.0 POLICY

MEMORANDUM OF UNDERSTANDING is between Kazi Nazrul University and the other organization together called "the Parties"

3.0 SCOPE

1. Areas of collaboration may be proposed by either institution and may include, but are not limited to
 - Development of mutually beneficial academic programmes and courses;
 - Exchange of academic staff for purposes of teaching and research;
 - Reciprocal assistance for visiting academic staff and students;
 - Coordination of such activities as joint research, lectures and training;
 - Exchange of documentation and research materials in fields of mutual interest provided that, to the best knowledge of the respective intuitions, there is no prohibition at law or otherwise against the exchange; and,
 - exchange of students for study and research;
2. Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
3. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

4.0 PROCEDURAL REQUIREMENTS

- (A) The Parties are both reputable providers of higher education or industry
- (B) The Parties wish to explore the potential for the mutual enhancement of their relationship including by discussion and co-operation aimed at progressing areas of joint

working as described below

It is understood that:

1. The Parties acknowledge each other's integrity, discretion and standing in respect of the students, academic matters and proper processes relating to their individual institutions
2. The Parties confirm their willingness to co-operate as educational institutions/industry and wish to declare their current intention to develop joint working with a view to planning specific areas of collaborative activity
3. The Parties expect to conduct initial discussion through Authority, on behalf of other organization and Honorable Vice-Chancellor on behalf of KNU whilst acknowledging that all formal negotiations and proposals relating to specific students and specific programme must be conducted subject to the Parties' own proper procedures and approvals including by senior management
4. The Parties wish to record that they expect to explore collaborative activity including without limitation in the following areas:
 - a) Short courses in subject areas of mutual interest
 - b) Collaborative research projects
 - c) The mutual provision of services in respect of matters likely to include staff development, programme support, joint workshops/seminars and other educational events, joint marketing, exchanges of staff and students and the identification of a range of other joint projects to be considered for undertaking by the Parties in India and in the aboard
 - d) Practical training of KNU students at Educational Institute or Industry
 - e) Joint guidance of student projects/thesis in all faculties and other areas of national interest at KNU by Educational Institute or Industry on mutually agreeable terms.
 - f) Educational Institute or Industry may depute its personnel as visiting faculty at KNU to teach any of the regular Course or specialized topics.
 - g) Educational Institute or Industry personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Research) at KNU, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of KNU.
 - h) Educational Institute or Industry may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
 - i) Educational Institute or Industry may seek assistance/guidance of KNU faculty member/s

in product/process modification, modernization, trouble shooting, etc.

- j) Would allow the industrial visits/Educational visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- 5. This Memorandum of Understanding shall remain valid for a period of two (2) years from the date on which it is SIGNED. The Memorandum of Understanding may be extended, subject to review, by mutual agreement of the Parties
- 6. Either Party may terminate this Memorandum of Understanding after giving the other party three (3) months' written notice of its intention to do so
- 7. This Memorandum of Understanding is neither intended to place legally binding obligations on either party nor to give either party any authority to act on behalf of or to commit any expenditure by the other party
- 8. The Parties remain at liberty to discuss joint working with any third party

5.0 COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate Indian govt law, state laws, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

6.0 NON-DISCRIMINATION

The both parties agree not to discriminate on the basis of religion, race, caste, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a senior citizen.

7.0 USE OF NAME OR LOGO

Neither Party may use the name or logo of the other Party without the prior written consent of that other Party and neither Party shall represent to any third Party that the Parties have a legal relationship until there is a signed contract between the Parties in place

8.0 INTELLECTUAL PROPERTY RIGHTS

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by

mutual consent.

9.0 CONFIDENTIALITY

During the tenure of the MOU both KNU and Educational Institute or Industry will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of MOU for any purpose other than in accordance with the MOU.

10.0 RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at KOLKATA.

b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be KOLKATA and Language of arbitration shall be English.

Gazette Regarding MoU of State Aided University, Govt. of West Bengal:

As per Kolkata Gazette No. 404-L/OM-143L/2019 dated 9.12.2019, No Vice Chancellor shall execute or sign and cause to be signed by any person associated by the University, any memorandum of Understanding or agreement with any person or any institute of learning or with any other authority on behalf of the University without prior approval of the Department of Higher Education, Govt. of West Bengal.