



MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN

MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY, GORAKHPUR

AND

KIPM COLLEGE OF MANAGEMENT, GORAKHPUR

Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter called MMMUT) situated at Gorakhpur (Uttar Pradesh), a University of State Government by Act of U. P. State Government.

And

This MoU is entered into on the 2nd day of April, 2022 by and between KIPM College of Management, Gorakhpur U. P. (hereinafter called KIPM-CM) situated at Gorakhpur (U. P.) an institute affiliated to Dr. A. P. J. Abdul Kalam Technical University, Lucknow, U. P.

The aforesaid organisations are hereinafter referred to individually as Institution/University and collectively as institutions.

1. Objectives of the MoU

The objectives of the MoU are:

- a) Development of joint educational programmes.
- b) Exchange of faculty members and students for short duration for academic and research collaboration.
- c) Joint or collaborative research projects and publications.
- d) Joint organisation of technical meetings, international/national workshops, conferences, seminars, faculty development programmes, staff development programmes, training programmes, symposia, etc.
- e) Promoting collaboration in various academic activities.
- f) To encourage bright students of KIPM-CM to come for resource sharing, experimental work and guidance and internship at MMMUT.
- g) Extending help to KIPM-CM in increasing the placement of students and consultancy projects as partner institution of MMMUT.

2. Technical area of Collaboration

- a) To implement a Continuing Education Programme to improve quality of teaching and technical staffs of KIPM-CM through short-term/long-term certificate courses at MMMUT. Faculty members of MMMUT could also be sent to KIPM-CM for necessary guidance.
- b) To provide academic interaction by delivering Special Lectures at KIPM-CM on the topics of advance to modern industry, start-up, skill India, digital India, community development etc.
- c) Organizing joint workshops/conferences and Personality/Professional Development Programmes for enhancement of skills to Faculty, Staff and Students.
- d) To provide necessary support for establishment of Video Satellite link and assistance in development of e-classrooms, Lab, Curriculum, Establishment of research Labs, Training and Placement and Library etc. at KIPM-CM
- e) Usage of academic infrastructure of MMMUT for KIPM-CM students and faculty members.
- f) To facilitate the training for teachers, staff, and students.
- g) Guidance for enhancement in infrastructural development of KIPM-CM.
- h) Doing the joint International and National sponsored consultancy projects.

A specific plan will be worked out by the institutions depending upon availability of resources.

3. Terms and Conditions

- a) The cost of development of infrastructure at KIPM-CM should be borne by KIPM-CM.
- b) For continuing education to KIPM-CM teachers, staff, and students, the financial arrangements will be made on mutually agreed terms and conditions.
- c) For the visit related to advice and consultancy, travel, and other expenses of MMMUT Faculty and Staff shall be reimbursed on mutually agreed terms.
- d) The faculty members and students of KIPM-CM can use the library facility of MMMUT for short-time free of cost, as per the norms of Central Library, MMMUT.
- e) Usage of MMMUT academic infrastructure can be allowed for limited period subject to its availability, approval of Head of the facility/department as per Institution's norms.
- f) Both Institutions agree to help, identify, and invite the faculty members and researchers from the other institutions to participate in conferences / seminars / symposia, workshops, and short-term courses.
- g) This MoU may be amended, renewed, and terminated by mutual written agreement of the institutions at any time.
- h) Either Institution shall have the right to terminate this MoU upon 60 days prior written notice to the other institution.
- i) All the financial liability for the work done by MMMUT for KIPM-CM will be borne by KIPM-CM only.
- j) MMMUT will extend the collaboration, expertise and technical support to KIPM-CM with the condition that expenses, if any, will have to be borne by KIPM-CM only.

4. Confidentiality

- a) The MMMUT and the KIPM-CM agree to hold in confidence all information's / data designated by the institutions as being confidential which is obtained from either institution or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institution.
- b) The above confidentiality clause under this MoU excludes the information's / data possessed by either institution before entering this MoU or independently developed and / or information already available through public domain.

5. Duration of MoU

This MoU, unless extended by mutual written consent of the institutions, shall expire in **Five** years after the effective date specified in the opening paragraph. However, on review, the MoU can be extended for another two years by mutual consent.

6. Coordinators

Both institutions will designate persons who will have responsibility for co-ordination and implementation of this agreement.

7. Intellectual Property Rights

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two institutions.

8. Indemnity

MMMUT shall remain indemnified in case of any injury caused during training programmes or other activities due to any faulty protocol etc.

Both MMMUT and KIPM-CM agree to the above principal subject to the completion of such other formalities required by university bodies including the approval of the Competent Authority under relevant Act and Statutes.

9. Force Majeure

Neither institution shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the institution effected thereby shall give a notice in writing to the other institution within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the institutions shall jointly decide about the future course of action.

10. Resolution of Dispute

- a) Any dispute between the institution arising in connection with the performance of this MoU shall be resolved amicably between the institutions through a process of negotiation by the representatives of both the institutions.
- b) In the dispute is not resolved, then it shall be referred to the Chairman, KIPM Technical Campus and Vice-Chancellor / Registrar of MMMUT for settlement. Even then, if any issue still remains unresolved, then it shall be referred to the Arbitrator

who shall be appointed with the consent of both the institutions. The seat of the Arbitrator shall be at Gorakhpur and proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

11. Signed in Duplicate

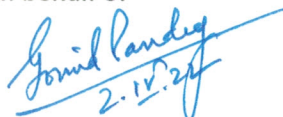
This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutions, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first written above.

On behalf of




(Dr. Deepak Kumar Srivastava)
Director,
KIPM College of Management,
GIDA, Gorakhpur – 273 209 (U. P.).


On behalf of


2.12.24

(Prof. Govind Pandey)
Dean, Planning, Resource Generation, & Alumni
Relations,
Madan Mohan Malaviya University of Technology,
Gorakhpur – 273 010 (U. P.).

Witness

1. 
Dr. Jaibeer Pratap Singh
HOD,
KIPM-College of management

2. Dr. Anshuman Mishra
Dean

KIPM-College of Management

Witness

1. Prof S. K. Srivastava



2. Prof D. K. Dwivedi 