

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

KIPM-College of Management, Sector-9,GIDA,Gorakhpur.

(Affiliated with Dr. APJ Abdul Kalam Technical University, Lucknow)

&

Department of Business Management

Deen Dayal Upadhyay Gorakhpur University, Gorakhpur.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th day of - **November**, **Two Thousand Twenty Three (06/11/2023)**,

BETWEEN

KIPM-College of Management, Sector-9, GIDA, Gorakhpur the First Party represented herein by its, **Director** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators, and assigns)

AND

Department of Business Management, Deen Dayal Upadhyay Gorakhpur University, Gorakhpur, the Second Party, and represented herein by its ~~Vice-Chancellor~~ (hereinafter referred to as "Second Party", which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

WHEREAS:

- A. First Party is a **KIPM-College of Management, Sector-9, GIDA, Gorakhpur (Uttar Pradesh)**
- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.



- C. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E. **KIPM-College of Management** the First Party is engaged in, Faculty/Skill Development, and Education Services in the fields of Higher Education.
- F. **KIPM-College of Management**, the First Party is promoted by **Ashutosh Shiksha Evam Sewa Sansthan, 15- H, Kailash Kunj, Daudpur, Gorakhpur(Uttar Pradesh)**.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both the parties.



1.3 The general terms of co-operation shall be governed by MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, entered into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.2 Both parties believe that close co-operation between the two would be of major benefit to the faculty and student community through various academic program including R& D Sessions to enhance their skills and knowledge.
- 2.3 **Research and Development:** Both parties have agreed to carry out the joint research activities in the field of – Computing, Management and Engineering Courses and will use the organizations names and logo of each other for any program.
- 2.4 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures from Department of Business Management Deen Dayal Upadhyay Gorakhpur University, Gorakhpur to the faculty/students of the First Party on the technology trends and in house requirements.



2.5 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting latest trends and exposure as per the First Party requirements considering the National Occupational Standards in concerned sector, if available.

2.6 Both Parties to obtain all intervals approvals, consents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

2.7 There is no financial commitment on the part of the Department of Business Management, DDU Gorakhpur University, Gorakhpur., the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4: VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice on writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the



AGREED:

KIPM-COLLEGE OF MANAGEMENT,
GIDA, GORAKHPUR(UP)

Department of Business
Management,
DDU Gorakhpur University,
Gorakhpur (UP)

[Signature]
06.11.23
Authorized Signatory

[Signature]
6/11/23.
Authorized Signatory

Prof. Poonam Tandon
Vice-Chancellor

Name of Institution	KIPM-College of Management
Address	Plot No. BL1 & @, Sector-9, GIDA, Gorakhpur, 273209.
Contact Details	8009902940
E-mails	hodmba@kipm.edu.in
Web	www.kipm.edu.in

[Signature]
Witness 1:
Vinod Kumar Singh
Managing Director
KIPM - College of Management
GIDA, Gorakhpur.

[Signature]
Witness 2: *[Signature]*
HOD
Dept. of Engg.
DDU.

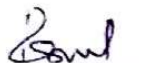
[Signature]
Witness 3:
Dr. Jaibeer Prateb Singh
HOD, MBA Department
KIPM - College

[Signature]
Witness 4:



relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party


06.11.23

Dr. Deepak Kumar Srivastava
Director,
KIPM-College of Management

Second Party


6/11/23

.....**Prof. Poonam Tandon**.....
.....**Vice-Chancellor**.....
.....**B.D.U. Gorakhpur University**.....

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Gorakhpur.