

MOU FOR ACADEMIC COLLABORATION

PREAMBLE

1. The Poornima University, Jaipur, herein referred to as 'PU' is one amongst well known state private University located on an extensive state-of-the-art campus in Jaipur, Rajasthan, established by the Rajasthan State Legislature and is approved by University Grants Commission under Section 2(f) with the right to confer degrees as per Section 22 (1) of the UGC Act, 1956. The multi-disciplinary Poornima University which focuses on teaching, research and service offers Bachelors to Doctoral programmes in Engineering, Architecture, Design & Arts, Management, Commerce & Hotel Management to so many students. In a short span of time 'PU' has established following schools in its campus catering to the myriad of needs of its students:-

- (a) School of Computer Science & Engg
- (b) School of Engineering & Technology
- (c) School of Planning & Architecture
- (d) School of Design & Arts
- (e) School of Management & Commerce
- (f) School of Science & Humanities
- (g) Poornima Institute of Hotel Management

2. The Poornima University (PU) as the First Party recognizing the mutual benefits of collaboration with other university / institution, wish to liaise with Institutions of Higher Learning by entering into an MOU with proper terms and conditions.

3. Whereas, the Second Party

Rai University, Village: Saroda, Taluka: Dholka, Dist.:Ahmedabad, Gujarat-382260

Scope of Agreement

4. This Memorandum of Understanding (MOU) is signed between the Poornima University (PU) as First Party and Rai University as Second Party for the purpose of Academic / institutional Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. The purpose of this MOU is to develop co-operation and promote mutual understanding and excellence in practice-based education,

 1

research and knowledge exchange between the Parties, so that the research and knowledge developed is used for national and global wellbeing of humanity. The collaboration between the First Party and the Second Party shall be subject to the following:-

TERMS AND CONDITIONS OF COLLABORATION

5. (a) The First Party and the Second Party shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts.
- (b) The First Party and the Second Party shall offer full time regular as well as optional / elective courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions.
- (c) The Ph.D. candidates in interdisciplinary areas of research shall work under the supervision of the faculty members of that university or jointly supervised by the faculty members from the two parties.
- (d) Faculty members from each of these universities / institutes shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis.
- (e) Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years.
- (f) Ph.D. Scholars of both the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty.
- (g) Research Scholars and Teaching Faculty of both the organisations will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies.
- (h) Both will enter into joint research and development activities by initiating writing of detailed project report (DPR) and submission of the project proposal to the funding agency like DBT, DST, CSIR, ICMR, ICAR, AICTE, UGC, various ministries and /or any other national and/ or international funding agencies. The idea is to explore joint research programmes and bring out intellectually driven product lines and patent generation. Thus, both agree in terms of exchange of information and fostering collaboration in research and educational training programmes.
- (i) In furtherance of this purpose the Parties agree to develop the following activities in collaboration in areas of mutual academic interest:-

 2

- (aa) Curriculum development.
 - (ab) Exchanges of students and faculty for study programmes, research and other enhancements to the student experience.
 - (ac) Promoting opportunities for conducting collaborative research and development.
 - (ad) Identifying opportunities for conducting lectures and seminars and organizing symposia and conferences.
 - (ae) Exchanges of academic information and materials
 - (af) Promoting collaboration in fields of mutual interest and promoting other academic co-operation and collaboration as mutually agreed.
- (j) Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement.

AREAS OF CO-OPERATION

6. This Memorandum expresses a mutual desire by First Party and Second Party cooperates in building intellectual and research capacity and scholarship. The development and implementation of specific activities developed under this MOU will be the subject of formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters

7. It is understood that the implementation of any of the types of co-operation stated in MOU shall depend upon the availability of resources and financial support of the Parties concerned.

8. Both Parties agree that staff and students of either institution engaged in activities under this MOU shall carry out these activities in accordance with the laws and regulations of their respective institutes after full consultation and approval.

A handwritten signature in black ink, appearing to be 'G. M. S.', is written over a diagonal line that extends from the bottom right towards the center of the page.

TERMS OF AGREEMENT

9. This MOU shall commence on the date of its execution by the last Party to sign and shall remain in force for a period of five years. Each Party shall review the status of the MOU at least six months before the end of the five-year period to determine whether it wishes the MOU to continue and, if so, whether any modifications are required. The period of validity of this MOU may only be extended by the mutual written consent of both Parties.
10. Either Party may terminate this MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of any specific activities established under it prior to such termination.
11. This MOU may only be amended by a written agreement signed by a duly authorized representative of each Party.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

12. In respect of each project and programmes of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyright, patents, designs and confidential information pertaining thereto).
13. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.
14. The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party, information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

NON-BINDING NATURE OF MEMORANDUM

15. Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

TERMINATION

17. This memorandum shall come into force immediately upon its signature by the parties.
18. This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardising the coursework or registration of any of the students of either institution. The implementation and / or continuance of programmes or

 4

projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

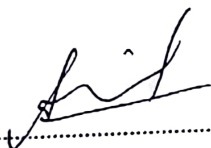
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties

Signed for and on behalf of Poornima University by:



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Name: Dr. Suresh Chandra Padhy
Title: President, Poornima University
Date:

Signed for and on behalf of Rai University by:



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Name: Dr. Anil Tomar
Position: Dy. Provost, Rai University
Date: 28th May 2019