



#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY

#### (FORMERLY KANPUR UNIVERSITY, KANPUR 208024)

#### Uttar Pradesh, India

and

## AGRICULTURE AND FORESTRY UNIVERISTY

Rampur, Chitwan, Nepal

Chhatrapati Shahu Ji Maharaj University (Formerly Kanpur University, Kanpur 208024) Uttar Pradesh India and Agriculture and Forestry University, Rampur, Chitwan, Nepal are desirous to encourage academic cooperation in pursuance of Memorandum of Understanding (MOU), and have agreed as follows:

#### Areas of Cooperation

- 1. Both Parties have reached an accord on the following areas of cooperation:
  - a. Exchange of students and research scholars
  - b. Exchange of faculty and staff
  - c. Exchange of academic materials and other information;
  - d. Scholarly activities such as courses, seminars, webinars, trainings, conferences, and symposiums organized by either of the Parties;
  - e. Joint publication and research activities;
  - f. Other activities and programs as may be mutually agreed upon by the Parties.

For the Chhatrapati Shahu Ji Maharaj University side, only the research papers by the Research Ethics Committee shall have the right for publication and similar ethical rules of each partner university will be considered while making publication decisions.





## Implementation

- 2. The development and implementation of specific activities based on the MOU shall be separately negotiated by both Parties.
- 3. It is understood that the implementation of any of the types of cooperation stated in Clause I shall depend upon the availability of resources and financial of the Parties concerned.

#### **Financial Agreement**

- 4. This MOU shall not bind either Party to any financial commitment. Neither Party shall incur any financial obligation under this agreement.
- 5. Application for financial support towards the cooperation and individual activities planned under this MOU shall be transparent and undertaking with mutual consent. Other sources of finances raised to support the joint projects of the Parties shall be pursued with the knowledge of the other through intimation in writing.

## **Intellectual Property**

6. Should the collaborative research activities under this MOU result in any potential for intellectual property. Each party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

## Validity, Termination and Extension

7. This MOU is valid for a period of five years from the date of signing. However, this MOU may be terminated by either Party six-month prior written notice to other Party, without affecting any on-going collaborative activities undertaken under this MOU. Extension of this MOU requires discussion and mutual consent by both Parties six months prior to expiration date.





## **Modification and Amendment**

8. This MOU and any specific programs resulting from it may be modified or amended at any time by the two Parties in the written form of mutual consent.

## Exclusiveness

9. Both parties understand that this MOU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

## Confidentiality

10. The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority. If any Party determines that it is required by law or regulatory authority to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

#### Indemnity

11. Both parties undertake to hold each other harmless for any judicial, administrative and / or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this MOU.





## Variations

12. The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

# **Coordination & Communication**

- 13.Each party appoints a Coordinator for the implementation of the Agreement, who is responsible for drafting the work plan of the activities for each year and providing a report on the implementation of the agreement at the end of each year.
- 14. Any communication under this MOU will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address of the coordinators.

CSJMU, India		Coordinator
Attention	:	Dr Prabhat K. Dwivedi, Head-IRAC Cell
Address	:	International Relations & Academic Cooperation (IRAC) Cell, CSJM University, Kanpur, India-208024
E-mail	:	<u>irac@csjmu.ac.in, Mob. +91-8795838165 (Wʻapp)</u>
AFU, Nepal		Coordinator
Attention	:	Dr. Shiva Chandra Dhakal
Address	:	Director, Directorate of Planning
		Agriculture and Forestry University
		Rampur, Chitwan, Nepal
E-mail	:	scdhakal@afu.edu.np





#### **Dispute Settlement**

15.In the event of any dispute, both Parties shall attempt to resolve the matter amicably.

#### Authorized Signatories of MoU

16. IN WITNESS WHEREOF, the undersigned, being duty authorized by the relevant authorities, hereby agree to the above provisions & terms, and sign this MOU in two equally authentic originals in the English language with each Signing Authority receiving one original as of this five pages MoU.

(Prof. Vinay Kumar Pathak) VICE-CHANCELLOR VICE Chancello<sub>EHHATRAPATI</sub> SHAHU JI MAHARAJ UNIVERSITY KANPUR - 208 024 Chhatrapati Shahu Ji Maharaj University

(Prof. Dr. Punya Prasad Regmi) Vice ChancelloViCe Chancellor Agriculture and Forestry University

(Witness)

(Dr Prabhat K. Dwivedi) Coordinator International Relations & Academic Cooperation Cell CSJM University, Kanpur, India

(Dr. Shiva Chandra Dhakal) Director, Directorate of Planning Agriculture and Forestry University