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**MEMORANDUM OF
UNDERSTANDING
(MOU)**



BETWEEN

**MOTHERHOOD UNIVERSITY, ROORKEE
DISTT. HARIDWAR, UTTARAKHAND**



&

**GURUKULA KANGRI (DEEMED TO BE UNIVERSITY)
HARIDWAR, UTTARAKHAND**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
R&D SERVICES AND RELATED SERVICES**


Vice-Chancellor
Motherhood University, Roorkee
Distt. Haridwar, Uttarakhand - 247 661


Vice Chancellor
Gurukul Kangri (Deemed to be University)
Haridwar-249404 (Uttarakhand)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 06th Day of January Two Thousand and Twenty-Two (06/01/2022) by and between **Motherhood University, Roorkee** herein referred to as the First Party represented herein by its Registrar, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Gurukula Kangri (Deemed to be University), Haridwar, Uttarakhand, the Second Party, and represented herein by its Principal/HOD/ Registrar, (hereinafter referred to as "Second Party", company 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:

- First Party is a University named Motherhood University, Roorkee located at Vill. Karondi, Post Bhagwanpur, Distt. Haridwar.
- Second Party is a University named Gurukula Kangri (Deemed to be University), P.O Gurukula Kangri, Haridwar, Uttarakhand.
- The First & Second Party is engaged in academic activities, Skill Development and R&D Services in the fields of Education & Consultancy and related fields.
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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



Vice Chancellor
Motherhood University, Roorkee

Distt. Haridwar, Uttarakhand - 241 001



Vice Chancellor
Gurukula Kangri (Deemed to be University)
Haridwar-249404 (Uttarakhand)

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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 University/Industry 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 First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

CLAUSE 2 SCOPE OF THE MOU

The budding graduates, post graduates, diploma holders from the University could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Curriculum Design:** Both the parties will give valuable inputs to each other in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Training:** Both the parties will permit the Faculty and Students of each other to visit their campus and also involve in Training Programs. The Second Party will provide its Labs/Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the varied fields of Science and Technology.
- 2.5 **Skill Development Programs:** Both Parties will train the students on the emerging concepts and technologies in order to bridge the skill gap and make them industry ready.



- 2.6 **Guest Lectures:** Both Parties will extend the necessary support to deliver guest lecturers to the students on varied areas and trends and in house requirements.
- 2.7 **Faculty Development Programs:** Both Parties will train the Faculty members for imparting training as per the academic requirement of the time as well as considering the National Occupational Standards in concerned sector, if available on a mutually agreed date and number of Faculty Members.
- 2.8 Both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 There is no financial commitment of both the parties to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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 EFFECTIVE DATE AND DURATION OF MOU

- 4.1 This MOU shall be effective from the date of its approval by competent authorities at both ends.
- 4.2 The duration of the MOU shall be for a period of 5 years from the effective date.
- 4.3 During its tenancy, the MOU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/personnel of both the parties who have been pursuing program under the MOU.
- 4.4 Any clause or article of the MOU may be modified or amended by mutual agreement of both the parties.
- 4.5 All communication between the parties shall be in writing and in English Language.



Vice Chancellor

Gurdula Kangi (Deemed to be University)
Mukhiana-249404 (Uttarpradesh)

Vice Chancellor
Modern and Chartered Roorkee
Dist. Haridwar (Uttarpradesh) - 247 001

**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 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 any 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.

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 Roorkee.

AGREED:

For Motherhood University	For Gurukula Kangri (Deemed to be University)
 Authorized Signatory Prof. (Dr.) Narendra Sharma Vice Chancellor	 Authorized Signatory Prof. (Dr.) Anil Kumar Vice Chancellor
Village Karoundi, Post Bhagwanpur, Tehsil Roorkee, Distt. Haridwar – 247661	Gurukula Kangri (Deemed to be University) P.O Gurukula Kangri, Haridwar-249404
Contact Details: 7060800160	Contact Details: 7300761315
E-mail: vc@motherhooduniversity.edu.in	E-mail: vcoffice@gkv.ac.in
Web: www.motherhooduniversity.edu.in	Web: www.gkv.ac.in
Witness: Prof. P.K. Agarwal Dean Faculty of Commerce & Business Studies Motherhood University	Witness: Prof. (Dr.) Anil Kumar EAC - Coordinator Gurukula Kangri (Deemed to be University)

IDENTIFIED BY

Ravi Kant

VERIFIED & ATTESTED

SN-20/2020
Sanjeev Kumar
 Advocate & Notary
 Roorkee, Distt. Haridwar
 Reg. No. 5719/2011