

**MEMORANDUM OF UNDERSTANDING
(MoU)**



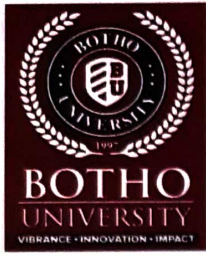
Between

BOTHO UNIVERSITY

AND

BUNDELKHAND UNIVERSITY

JHANSI-284128, UTTAR PRADESH, INDIA



MEMORANDUM OF UNDERSTANDING (MoU)



Between

**Botho University
And
Bundelkhand University, Jhansi**

Botho University (hereafter referred to as BU) and **Bundelkhand University, Jhansi** (hereafter referred to as BUJ) herewith sign a memorandum of understanding on 16 June 2023 which reads as follows:

PREAMBLE:

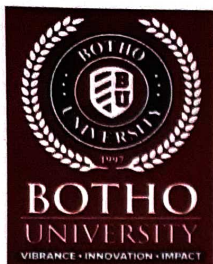
The Primary objective of this Memorandum of Understanding between **Botho University** Botho Education Park, Kgale, Gaborone, Botswana Postal Address: PO Box 501564, Gaborone, Botswana and **Bundelkhand University, Jhansi, India** is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules and national policies as may be applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

1. ARTICLE 1: INTRODUCTION OF PARTICIPANTS

Botho University

WHEREAS established in Botswana in 1997 Botho University (BU) has rapidly evolved over the years to become a leading multidisciplinary high-quality tertiary education provider in the SADC region. Botho University is an African University with campuses in Botswana, Lesotho, Namibia, Eswatini and Ghana as well as a Blended and Distance Learning Campus offering programmes online to students across the continent. BU is an ISO 9001:2015 certified organisation. BU aspires to be an integral player in building an economically diversified, fast growing, and prosperous Botswana, built on integrity, excellence, inclusiveness and financial viability.

Bundelkhand University, Jhansi



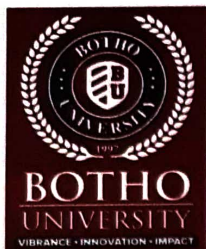
MEMORANDUM OF UNDERSTANDING (MoU)



WHEREAS Bundelkhand University Jhansi, the seat of higher learning came into existence on August 26, 1975, vide Government of Uttar Pradesh Notification No. 10/15-60/74 under the provision of the U.P. Universities Act. The University Campus is spread over 186 acres of land on the foothills of Kamason hillocks.

The University aims to become a world-class institution by tapping human potential to lead the country in changing national, regional, and global scenarios. It is tirelessly working with a mission of imparting quality vocational and scientific education through basic and applied research, fostering an ambiance of intellectual excitement conducive to the discovery of new knowledge, and improving the quality and value of humans irrespective of gender, caste, nationality, and religion. Though Bundelkhand University belongs to the younger generation of the Indian Universities, in a short period the University has rapidly transformed into a university of excellence offering opportunities to the aspiring youths to pursue higher education, applied research, and professional training according to their aptitude and potential.

The University comprises of 27 Institutes of Higher Learning with 100+ study programs including Certificate Courses, Graduate, Post Graduate and Doctoral degrees in the fields of Basic Sciences & Applied Sciences like Biomedical Sciences, Forensic Sciences, Food Science & Technology, Biotechnology, Biochemistry, Microbiology, Life Sciences, etc., Management, Engineering, Commerce, Art, Ayurveda & Medicine Streams. The University curriculum is in tune with the requirements of the rapid globalization in the academic sector. The curriculum has been evolved in such a way that theoretical knowledge is effectively complemented with analytical/practical skills and industrial/on-the-job training. Special emphasis has been given to strengthen communication and managerial skills, inculcating leadership qualities, infusing self-confidence and self-reliance, and, developing planning acumen and entrepreneurial aptitude among the incumbent students and scholars so that they could successfully carve out the desired career niche for them. The result has been quite encouraging which is aptly evident from the fact that the number of students on Campus is around 10,000 and more than 2 lacs in the affiliating colleges.



MEMORANDUM OF UNDERSTANDING (MoU)

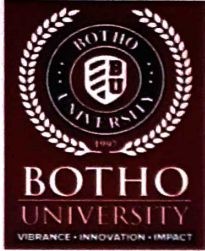


On the account of its noteworthy achievements, Bundelkhand University has recently received a prestigious 'Technology Enabling Centre' (TEC); (Total layout 4.65 Cr) funded by Department of Science & Technology, Govt. of India. University has got recognition under Section 12-B of the University Grants Commission, and the courses are approved by AICTE, Pharmacy Council of India, Medical Council of India (MCI), Bar Council, NCTE, Council of Architecture (COA) and other concerned agencies, wherever applicable. The syllabus is periodically revised as per the NEP-2020 and industry & professional needs.

2. ARTICLE 2: AREAS OF COOPERATION

Both parties agree to encourage the following activities, in particular, to promote national and global academic cooperation in the following areas:

- a. Institutional exchanges between faculty and staff from each partner institution.
- b. Support undergraduate/ postgraduate and Research Scholars of partner institutions as Co - Guides.
- c. Exchange of information pertaining to developments in teaching, student development and research.
- d. Mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks).
- e. Jointly start and run teaching programs in emerging areas and organize, conduct seminars/workshops/training courses through BUJ-TEC, BUJ-Innovation Centre, value added courses in the areas of common interest such as new technologies in Renewable Energy, Agriculture, Tourism, Business Administration and water conservation (not limited to).
- f. Promote and support student and faculty exchange programs.
- g. To provide infrastructure, academic and technical support, subject to availability.
- h. Organizing training programs and faculty development programs for teachers. Need based training programs for faculty members may be designed, organized and conducted by both Parties.



MEMORANDUM OF UNDERSTANDING (MoU)



- i. Creation and promotion of joint credit and non-credit-based MOOC programs.
- j. Submit collaborative research projects to national and international funding agencies on relevant subjects, themes or topics on mutually agreed terms and conditions
- k. Consultancy projects may be undertaken by both parties to support specific areas of functioning. These projects will be guided by consultancy policy of the concerned University.
- l. Co-operation in any other areas or specific areas will be implemented upon mutual agreement and will be outlined in separate agreement and cooperation and addendum to this memorandum upon its signature by the authorised representative as agreed to by the Parties from time to time.

3. ARTICLE 3: FINANCIAL ARRANGEMENTS

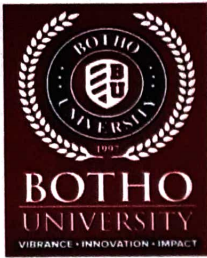
- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.
- 3.3 If any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

4. ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU

- 4.1 This Memorandum of Understanding shall become effective from the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 4.2 The MoU will be valid for a period of five years from the date of signature.
- 4.3 This MoU may be extended with the written consent of both parties.

5. ARTICLE 5: IPR

- 5.1 Both Parties undertake that they shall not infringe upon any copyright or in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual



MEMORANDUM OF UNDERSTANDING (MoU)

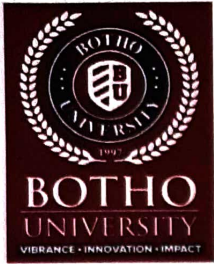


property right vested in the respective Parties to be used in connection with the implementation of the present MoU from the respective Party. Each Party is the sole owner of such intellectual property.

- 5.2 Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MoU is intended to, or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.
- 5.3 In case research is carried out solely and separately by a party or the research results are obtained through the sole and separate effort of a party, the party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned party.
- 5.4 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly be owned by the parties on mutually agreed terms and conditions.
- 5.5 In case of research results obtained through joint activities under this MoU, both parties will apply as co - applicants for the protection of IPR subject to exclusive rights of both the parties to commercialise the technology jointly on mutually acceptable terms and conditions.
- 5.6 Any expenditure towards filing, maintaining and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case-to-case basis in mutual consultation between both the Parties under a separate agreement.

6. ARTICLE 6: PUBLICATIONS

Faculty and scholars of both the Institutions may work jointly on publications. The Royalty Intellectual Property Rights, if any, will be shared jointly on mutually agreed terms between the institutions.



MEMORANDUM OF UNDERSTANDING (MoU)



7. ARTICLE 7: TECHNOLOGY/RIGHTS TRANSFER

Any transfer of technology or rights between both institutions will be done on mutually agreed terms and through a separate MoU if so required.

8. ARTICLE 8: CONFIDENTIALITY

During the tenure of the MoU and afterwards, unless both parties permit the disclosure, both Parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of projects covered under this MoU.

9. ARTICLE 09: AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made unless otherwise agreed to.

10. ARTICLE 10: FORCE MAJEURE

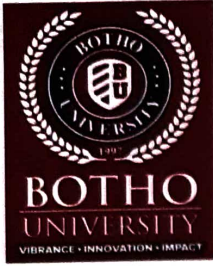
Both the parties shall have no liability in respect of any delay in carrying of the activities or failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

11. ARTICLE 11: INDEMNIFICATION

Each party agrees to indemnify each other for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses incurred due to negligence.

12. ARTICLE 12: DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement between the parties for any matter relating to this memorandum, Vice-Chancellor, Botho University, Botswana and Registrar, Bundelkhand University, Jhansi will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. In case of any dispute which cannot be settled by mutual discussion an arbitrator may be appointed by each party.





MEMORANDUM OF UNDERSTANDING (MoU)



13. ARTICLE 13: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Sixty (60) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

14. ARTICLE 14: SIGNATORIES

For and on behalf of Botho University	For and on behalf of Bundelkhand University, Jhansi
	
Signature and Stamp	Signature and Stamp
Dr. Priya Iyer, Pro Vice Chancellor - People & Impact	Registrar Bundelkhand University JHANSI Registrar, BU, Jhansi

Witnesses:

Witnesses:

1.	1.
2.	2.